FRANCHISE DISCLOSURE DOCUMENT

WIRELESS ZONE®

Wireless Zone LLC
A Connecticut limited liability company
10300 Kincaid Drive, Suite 100
Fishers, Indiana 46037
(812) 480-6111
FDD@wirelesszone.com
www.wirelesszone.com

The franchise offered is for a business operated under the Wireless Zone® service mark that will sell wireless products, wireless services, and accessories, including the sale and service of smartphones, tablets, watches, smartphone and tablet accessories, wireless home internet, and other services and products associated with devices.

The total investment necessary to begin operation of a Wireless Zone® store is between $201,875 and $532,600. This includes $109,500 to $281,000 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 10300 Kincaid Drive, Suite 100, Fishers, IN 46037 and (812) 480-6111.

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

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

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

Issuance Date: March 28, 2025, as amended October 2, 2025

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

> **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation at a location selected by the mediator in a metropolitan area with at least 250,000 persons not located within 200 miles of either your or our principal office, and arbitration and litigation only in Indiana. 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 these locations than in your own state.

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 FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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

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

a. A prohibition on the right of a franchisee to join an association of franchisees.

b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(1) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
~~Consumer Protection~~Corporate Oversight Division
Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, ~~1st~~5th Floor
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

Franchisor, Parents, Predecessors, and Affiliates

The Franchisor is Wireless Zone LLC, which may be referred to in this disclosure document as "Wireless Zone", "WZ LLC", the "Company", "we", "us" or "our". "You" means the person who buys the franchise, where "person" includes both natural persons and business entities. If "you" are a business entity, "you" includes your owners. Natural persons having an ownership interest in a business entity franchisee are called an "Owner" and collectively "Owners."

We are a Connecticut limited liability company. We were founded on July 1, 1988 as Automotive Technologies, Inc., a Connecticut corporation. In October 2016 we converted from a Connecticut corporation to a Connecticut limited liability company and changed our name. Our principal address is 10300 Kincaid Drive, Suite 100, Fishers, Indiana 46037. We have offered franchises for the same type of business you will be operating since 1989, when we offered franchises under our original mark "The Car Phone Store." We adopted the trademark Wireless Zone® for the System starting in 1995. We have never offered franchises in any other line of business. Currently, we do not own or operate any Wireless Zone® store locations, although we have operated stores in the past and may do so again in the future.

Wireless Zone, LLC is a wholly owned subsidiary of PYITE, LLC, with its principal address at 10300 Kincaid Drive, Fishers, Indiana 46037. PYITE is a wholly owned subsidiary of Round Room, LLC, with the same principal address as PYITE.

We have an affiliate called The Culture of Good, Inc. ("Culture of Good"). Culture of Good offers management and business practices consulting services. Culture of Good may offer products and services to our franchisees, including books and other goods that can be used in charitable activities.

We have an affiliate called The Cellular Connection, LLC ("TCC"). TCC owns stores operating under the "TCC" name, which offer goods and services substantially similar to the goods and services you will offer in your Wireless Zone® store and which may compete with your Wireless Zone® franchise. TCC will also sell certain goods to you. See Item 6.

We have an affiliate, Round Room Gives, Inc. (the "Foundation"). The Foundation gives monetary grants to charitable organizations, including organizations servicing the communities in which Wireless Zone® franchisees live and work. We currently require franchisees to donate $0.25 to the Foundation for each account activation and upgrade transaction and a percent of total sales is contributed by us to the Foundation. Owners and employees of our franchisees have the opportunity to apply for Foundation grants under the terms of that program as it exists from time to time.

Except as set forth above, our parent companies and the affiliates identified above have never operated stores selling wireless products or wireless services, or accessories, and have not offered franchises in any line of business.

Agent for Service of Process

If we have an agent for service of process in your state, we disclose that agent in Exhibit A.

The Business We Offer

We grant franchises for the operation of retail outlets ("Stores") operating under the mark Wireless Zone® and any other trademarks, trade names, service marks and related logos we may develop and authorize for Stores (the "Trademarks") and certain systems relating to the establishment, development, and operation of a Store (the "System"). Our business includes the sale of goods and services to our franchisees. We may also license the trademark Wireless Zone® and other proprietary rights to others in connection with the production and sale of Wireless Zone® brand products. We also sell directly and may license others to sell goods and services in connection with the trademark Wireless Zone® or any other trademarks, other than from a retail outlet. These other means of selling, also referred to as other channels of distribution, include direct sales by us via the Internet and outbound telemarketing and may include sales of goods and services by catalog, mail-order, toll-free telephone numbers for delivery, or other electronic means.

The franchise is for the operation of a retail store specializing in the sale of wireless products, wireless services, and accessories. This includes smartphones, tablets, watches, smartphone and tablet accessories, wireless home internet, and other services and products associated with devices.

The Market and Competition

The market for the products and services offered by a Store is developed and continues to evolve. You will offer products and services to the general public and small businesses. Sales of certain products and services are moderately seasonal. You will compete with other retail outlets and competitors offering products and services via the Internet and through other channels of distribution. These competitors include service providers that provide the communication services to your customers for the wireless products, wireless services, and accessories you will sell; other Wireless Zone® stores, branded stores owned or licensed by large and small chains and franchise systems including outlets owned or operated by our affiliate, TCC, operating under the service mark "TCC"; and department stores, big box stores, and other vendors of personal communication devices, entertainment, and security products and services, and Internet-based vendors.

Applicable Laws and Regulations

There are specific industry regulations that govern the operation of your Store. Retail sales of cell phone products, services, and accessories are highly regulated by state and federal authorities. Applicable laws and regulations address consumer sales and export sales, including: the Federal Communications Commission Wireless Local Number Portability regulations which require cell phone providers to allow individuals to switch cell phone providers while keeping the original cell phone number or to transfer a number previously assigned to a landline to a new cell phone; export laws, including the United States Export Administration Act and COCOM (Coordinating Committee for Multilateral Export Controls), which limit shipping high technology devices, including wireless telephones and other products, internationally; the Discriminations and Preferences law (47 U.S.C.A. Section 202) which prohibits telecommunications providers from giving a preference to a person, class, locality, etc., for charges, classifications, regulations, facilities or services; federal, state or local laws, rules or regulations for the sales of specific products and services you offer or that are sold to you, including limited lines insurance products and products purchased on installment plans or offered with customer financing; federal and state business registration, licensing and tax laws; and data/privacy/security compliance requirements for business data, customer data, which may include personal information and the disclosures you make to consumers in the course of operating your Store and collecting, using and sharing data, and wireless telephones and other technology devices. There are also state and local laws and regulations dealing with the repair, disposal, and recycling of technology devices, including wireless telephones.

As part of your business, you may offer credit to your customers to finance certain portions of their purchases. If you offer credit, you must comply with all laws governing the extension of credit, including the Consumer Credit Protection Act, the Truth and Lending Act, the Fair Credit Reporting Act, the Equal Credit Opportunity Act, the Fair Debt Collections Practices Act, and the Electronic Fund Transfer Act. These laws regulate, among others, how you collect and use personal information, the disclosures that must be made to consumers seeking and obtaining credit, permissible discrimination in determining creditworthiness and the use of debit and credit cards at point-of-sale terminals. There may also be state and local laws regulating extensions of credit in your market.

You will also have to comply with laws and regulations that apply to businesses generally, including obtaining business licenses from local municipalities, and you will need to comply with: the Americans with Disabilities Act, the Fair Labor Standards Act, the Lanham Trademark Act and related laws that prohibit misuse of certain commercial marks of others; state and local laws governing various matters, such as zoning regulations, minimum wage, overtime and other working conditions, laws applicable to health, sanitation, smoking, safety, consumer privacy laws, fire and other matters; the Equal Employment Opportunity Commission and Occupational Safety and Health Administration regulations; federal and local discrimination, employment, sexual harassment, tax and environmental laws; and federal and local laws and regulations relating to citizenship or immigration status. You should investigate the application of these laws. We may require that you sign an agreement to confirm your compliance with federal and state data privacy, protection, and security requirements. A sample agreement we require is attached as Exhibit E, Addendum to Franchise Agreement Regarding Compliance with Data Protection and Security of Personal Information (Massachusetts).

Your business is subject to state and federal regulations that allow the government to restrict travel and/or require businesses to close during state or national emergencies. Because your business operates from a destination to which your customers must travel, your business can be affected by such orders more than others.

Item 2

BUSINESS EXPERIENCE

Chief Executive Officer: Scott Moorehead

Mr. Moorehead has been our Chief Executive Officer since October 2016. Since October 2008, he has held the position of Chief Executive Officer for our affiliate, TCC. From 2015 to June 2024, he served as the Chairman of the Board of Managers for Revive Electronics, LLC, d/b/a as Redux, a former affiliate of ours who sells technology for the drying of phone, that is located in Fishers, Indiana. He has also, since 2016, served as the Chief Executive Officer of our affiliate Culture of Good and our parent company PYITE.

Chief Strategy Officer: Kathryn Elise Ours Wiley

Ms. Wiley has been our Chief Strategy Officer since January 2022. She joined our affiliate, TCC, in February 2013 as Chief Legal Officer, and in October 2016, became the Chief Legal Officer/Secretary, a position she still holds today.

Chief Operating Officer: Jay Sichting

Mr. Sichting has been our Chief Operating Officer since October 2019. He joined our affiliate, TCC, in January 2015 as Chief Operating Officer, a position he still holds today.

~~**Chief Information Officer: Frank Gumino**~~

~~Mr. Gumino has been our Chief Information Officer since January 2020. He joined our affiliate, TCC, in February 2015 as Chief Information Officer, a position he still holds today.~~

General Counsel: Adrienne Busby

Ms. Busby has been our General Counsel since March 2025. Before joining us, she was a partner at Faegre Drinker Biddle & Reath LLP, a law firm in Indianapolis, Indiana where she practiced law from September 2001 to February 2025.

Executive Vice President of Sales: Alfred Pellecchia, Jr.

Mr. Pellecchia has been our Executive Vice President of Sales since May 2025. Before joining us, he was the owner of Simply Wireless LLC, which owned several franchise retail outlets located in Massachusetts and New Hampshire, from October 2009 to May 2025.

Executive Vice President of Finance: Kenneth Hearld

Mr. Hearld has been our Executive Vice President of Finance since January 2019. He joined our affiliate, TCC, in April of 2013 as Corporate Controller and Director of Finance, and in September 2016, became the Executive Vice President of Finance.

Executive Vice ~~President, Sales: David Staszewski~~

President of ~~Mr. Staszewski has been our Executive Vice President of Sales since April 2014.~~

~~Executive Vice President,~~ Field Support: Michael Broe

Mr. Broe has been our Executive Vice President of Field Support since May 2011.

Executive Vice President of Information Technology: Lynn Murphy-Dubbink

Ms. Murphy-Dubbink has been our Executive Vice President of Information Technology since September 2025. From May 2023 to December 2024, she was Director, Enterprise Products at Meta Platforms, Inc., in Fishers, Indiana. From September 2019 to April 2023, she was Vice President, Business Technology at Salesforce, in Indianapolis, Indiana. From January 2025 to August 2025, she was not employed.

Executive Director, Development: Keith Dziki

Mr. Dziki has been our Executive Director of Development since November 2017. He joined us as Director of Franchise Development in October 2012.

Vice President, Customer Experience: Daniel LeBlanc

Mr. LeBlanc has been our Vice President, Customer Experience since January 2019. He joined our affiliate, TCC, in April 2016 as Vice President, Sales and Operations.

Area Director: David Haryasz

Mr. Haryasz has been our Area Director (formerly known as Area Vice President) since December 2010.

~~**Area Director: Paul Duyvejonck**~~

~~Mr. Duyvejonck has been our Area Director (formerly known as Director of Growth) since January 2019. He joined our affiliate, TCC, in March 2015 as Director of Sales and Operations.~~

Area Director: Thomas Sikora

Mr. Sikora has been our Area Director (formerly known as Director of Growth) since January 2019. He joined our affiliate, TCC, in November 2009 as Director of Sales and Operations.

Area Director: Kelly Rector

Mr. Rector has been our Area Director since March 2024. He joined our affiliate, TCC, in April 2011 as Regional Director.

~~Manager, Business Insights & Analytics~~Director of Strategic Franchise Operations: Benjamin Kracht

Mr. Kracht has been our ~~Manager of Business Insights & Analytics since January 2023~~Director of Strategic Franchise Operations since September 2025. He joined our affiliate, TCC, in January 2017 as a Regional Director~~,~~. ~~and in April 2019 became the~~ He then served for us and TCC as a Payroll & Compensation Analyst~~,~~ from April 2019 to January 2023 and as the Manager of Business Insights and Analytics ~~in~~from January 2023 to Spetember 2025.

Director of Learning and Development: Miguel Chavez

Mr. Chavez has been our Director of Learning and Development since February 2025. He joined our affiliate, TCC, in February 2013 as Director Development and Learning, and in February 2019 became the Content Manager, and in July 2020 became the Director of Training, which position he held until becoming our Director of Learning and Development in February 2025.

<u>Director, Store Support: Teresa Rieger</u>

Ms. Rieger has been our Director, Store Support since February 2020. Before joining us, she served as Director of Customer Service for First Merchants Bank located in Daleville, Indiana, from July 2016 until January 2020.

Item 3

LITIGATION

Concluded Litigation:

Family Wireless #1, LLC et al. v. Automotive Technologies, Inc., United States District Court, District of Connecticut, Docket No. 3:15-cv-1310-JCH. This action was initially filed against us in Michigan on March 30, 2015, by 32 of our franchisees. Under our franchise agreement in use at the time, franchisees paid us royalties based on commissions received from the Provider (as defined in the franchise agreement). The franchisees claimed that certain amounts received from the Provider were not "commissions" and therefore not subject to royalty. They alleged that by taking these royalties, we breached their franchise agreements, committed fraud, and violated several state franchise and trade practice laws. They sought a declaration that we were not entitled to these royalties, a refund of all royalties paid on these commissions, and punitive damages in an unspecified amount. On September 1, 2015, the Court granted our motion to transfer the case to Connecticut. In April 2016, the franchisees amended their Complaint to add claims under the Connecticut Unfair Trade Practices Act ("CUTPA") based on our discontinuance of certain incentive payments and our modification of our existing point of sale system. In September 2016, we entered into settlement agreements under which the plaintiffs agreed to amend their franchise agreements to operate under our current gross profit royalty model. In return, we agreed to the following: (i) to pay the plaintiffs an average of $48,440 per franchised location; (ii) to revise our multistore royalty reduction incentive program for all franchisees to increase the value of the royalty reduction for owners of 12 or more stores; and (iii) to continue the revised multistore royalty reduction incentive programs for 8 of the plaintiffs so long as they remain in our system.

Tel Group, LLC et al. v Automotive Technologies, Inc., (Conn. Superior Court – Judicial District of Stamford – Norwalk), August 5, 2016, Docket No. FST-CV-16-6029567. This action was brought against us by two of our franchisees who collectively owned 25 Wireless Zone® stores. They made similar allegations to those made in the *Family Wireless #1* case discussed above, but also added claims that we wrongfully refused to honor their renewal rights under their Franchise Agreements and refused to allow them to sign new franchise agreements on the same or similar terms as their existing Franchise Agreements in violation of Connecticut law. We entered into a settlement agreement with these franchisees on September 30, 2016. Under the terms of the settlement, each of the plaintiffs agreed to amend their franchise agreements to operate under our current gross profit royalty model, and to renew all their franchises that would otherwise expire, putting them on our new form of franchise agreement. In return, we agreed to the following: (i) to pay the plaintiffs $1,250,000 collectively; (ii) to revise our multistore royalty reduction incentive program for all franchisees to increase the value of the royalty reduction for owners of 25 or more stores and to continue the incentive program for the plaintiffs for 10 years; and (iii) to create a process that will allow the plaintiffs to elect to reconcile the difference between their actual cost of goods to customers for trade-in devices and the standard cost of goods that we use to calculate our royalty and, if the difference between the two exceeds 5% of the total royalty paid, the party benefiting will receive a payment from the other equal to the amount by which the difference exceeds the 5% threshold.

Other than these actions, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

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

Item 5

INITIAL FEES

Initial Franchise Fee

You will pay us an initial franchise fee which varies from $25,000 to $1,000 based on your level of experience in the wireless and wireline sales industry and/or the location of your Store according to the following chart:

Experience or Location	Amount	Remarks
Standard initial franchise fee	$25,000	
For an existing Wireless Zone® franchisee in good standing acquiring an additional new, start-up franchise.	$1,000	If you are an existing Wireless Zone® franchisee in good standing and you purchase an additional new, start-up Wireless Zone® franchise, the initial franchise fee is $1,000. This reduced franchise fee is offered to 40% Owners of an existing Wireless Zone® franchisee who will also own at least 40% of the additional franchise or of the ownership interests in the franchisee entity acquiring the additional franchise. You must meet all our qualifications under the Franchise Agreement.
For an existing wireless telephone business that sells similar products and services of the Wireless Zone® Provider and converts an existing retail operation into a Store.	$1,000	This fee applies if you convert a currently operating retail outlet into a Wireless Zone® Store and is available only at the time of the initial conversion of the store. Any new stores, or additional stores you acquire or open, will be subject to the standard franchise fees for new stores.

We are a subscriber to the Vet*Fran program of the International Franchise Association. Under that program, in addition to our criteria for new franchisees, if you are an honorably discharged veteran you are entitled to a discount of 50% on the standard initial franchise fee. If you are a business entity, the veteran must be a 51% Owner of the entity to be entitled to this discount. This Vet*Fran discount may not be combined with any other discount or incentive offer and is limited to 1 discount per individual or franchisee entity. We may terminate this program at any time.

Payment of the initial franchise fee is due in full when you sign the Franchise Agreement. All initial franchise fees are fully earned by us when you sign the Franchise Agreement and are non-refundable except as discussed below.

If you are unable to identify a site for your Store that is approved by us and by the Provider within 180 days of the effective date of your Franchise Agreement, we have the right to either: (i) terminate the Franchise Agreement or (ii) allow you an additional 180 days to find an approved site. If we terminate your Franchise Agreement, we may refund to you the initial franchise fee you paid, less our expenses incurred to the date of termination, if you sign a general release. If we allow you an additional 180 days to find a site, and you are unable to do so within the additional time, you will not receive a refund of any initial franchise fees paid to us.

The initial franchise fee is the same for all franchisees under this Disclosure Document except as described above, and except if we negotiate the initial franchise fee: (i) with franchisees who have prior wireless retail management or ownership experience, either with Wireless Zone®, or another agent of our Provider, or a competitor of our Provider; or (ii) if the franchisee evidences comparable circumstances or considerations as in clause (i).

In 2024, we granted franchises with initial franchise fees ranging from $0 to $1,000.

Initial Product Inventory

Before you initially open your Store, you must purchase inventory that meets our requirements. We may require you to purchase this inventory from us. If you are acquiring an existing Store, we may require you to update or increase the inventory at the Store before assuming operational control. We typically require between $50,000 and $75,000 of initial inventory, and between $35,000 and $75,000 of inventory when an existing Store is transferred. We will also require you to pay for shipping and handling, costs of which will vary. The actual amount of inventory you must purchase to open your Store will vary based on the size of your Store, anticipated customer buying patterns, the current market price for equipment and accessories and technological innovations beyond our control. We may offer financing for your initial inventory, on credit terms as described in Item 10, or we may require payment in full before shipment, with payment delivered electronically via Automated Clearing House ("ACH") or Electronic Funds Transfer ("EFT"). Payment for all inventory is due at the time of purchase and non-refundable, except we may repurchase usable inventory if we terminate your Franchise Agreement.

Signs, Fixtures, Computers, Displays, Kiosk, and Traffic Monitoring System

Before you open or assume operation of your Store, you must order from us, the signs, fixtures, displays, traffic counter monitoring and reporting system, unless we decide to approve other vendors for any of these items. You must also order from us all products, services or other items included in what we refer to as the "Point of Sale Environment" unless we decide to approve other vendors for any of these items. This includes your point of sale systems and related technology and infrastructure, and all equipment, hardware, software and other items or services we require you to use to operate your Store or kiosk, including to facilitate and record customer transactions, manage sales data, monitor your inventory, and generate reports. You must also use us to install, set-up and maintain the Point of Sale Environment, unless we decided to approve other vendors for any of these services and you must use all PCI compliance services we require, whether performed by us or a third party. The cost of each item varies as follows: the exterior signage, between $15,000 and $50,000; fixtures, including installation, carpets, paint, and related hardware, between $50,000 and $120,000; Point of Sale Environment, including point of sale system, hardware, related equipment and set up, between $7,000 and $9,000; and the traffic monitoring system installation costs are between $1,500 and $2,000. We may also require that within 6 months of an acquisition you remodel the Store or upgrade the existing fixtures, displays, signs and Point of Sale Environment, including all technology and equipment, to meet our then-current system standards. For items ordered from us, or if you authorize us to order on your behalf, you must pay us within 30 days of receiving an invoice from us with payment to be made via check, ACH or EFT or by business (not personal) credit card. Payment is non-refundable.

Sales Tax, Use Tax, Gross Receipts Tax, and Excise Tax

You must pay any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. We may collect these taxes from you for transmittal to the taxing authority. You will reimburse us for any taxes we must pay directly to any taxing authority. These payments are not refundable and are due at the time of purchase.

Item 6

OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Royalties	Not more than 22% of the Gross Profit you earn through sales at your Store.[2]	We deduct our Royalties and other fees and charges from the Commissions and Residuals before paying you the remainder. [3] Commissions and Residuals are commonly paid on the 1st business day of the month. [4] If the Commissions and Residuals are insufficient to cover the amounts owed to us for your Royalties, you must pay any deficiency by the 10th day of the month.[4]	The 22% royalty is based on a Gross Profit of $5,000 or less in a particular month. The percentage charged as a royalty rate decreases for each additional $5,000 of Gross Profit in a particular month, down to 9% on all Gross Profit above $100,000 in a calendar month. We periodically adopt incentive programs, for sales performance goals, that, if achieved, will allow qualifying franchisees to reduce the royalty rate applicable to their Gross Profit.[5]

Type of Fee	Amount	Due Date	Remarks
New Program Fees	Amount we determine.	As we determine.	We reserve the right to charge you for your participation in any programs, marketing efforts, products, services, or other revenue generating opportunities that we or the Provider may make available to the System.
Foundation Contribution	We currently require that you contribute $0.25 for each account activation and upgrade transaction.	When you make the customer sale.	You must participate in all philanthropic programs we support, including support for the Foundation, which this contribution supports.
Audits	Cost of audit, plus amount of underpayment with interest on underpayment.	Within 10 days of billing.	You must pay our cost of the audit fees if you understate the Royalties you owe us by 2% or more, or if you fail to produce your business books and records as we request.
Interest	1.5% per month.	Payable to us on demand.	Interest is currently charged on your outstanding balance owed to us at 1.5% per month unless limited by law. We can apply your payments to any amount you owe us, regardless of any designation you make.
Sales Tax, Use Tax, Gross Receipts Tax, Excise Tax, or Similar Tax	The amount imposed by the taxing authority.	Payable to us on demand.	You will bear the cost of and must pay any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. We may collect these taxes from you to transmit to the taxing authority. You will reimburse us for any taxes we must pay directly to any taxing authority.
Bank Charges, Administrative Costs; and Credit Card Fees	Our then-current fees, equal to the amount of the bank or credit card company charge to us, plus an administrative fee, not to exceed $50 per month or per transaction, depending upon the circumstances.	Payable to us on demand.	We may charge fees to cover bank and credit card charges and our administration costs if an electronic funds transfer attempt is unsuccessful or you close your operating account, any check or other payment is returned not paid, or if you use a credit card to pay us.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee [6]	$1,000.	At the time you sign a new franchise agreement but no later than expiration date of the existing Franchise Agreement.	
Holdover Fee	$500 per month.	Upon demand.	If you continue to operate your Wireless Zone® Store after the Franchise Agreement expires, you will pay a Holdover Fee, in addition to all other fees. The fact that we collect this fee does not imply that you have a right to holdover. This is not credited against the renewal fee.
Training "No-Show" Fee	Our then-current fee; our current fee ranges from $500 - $2,000 per "no-show." Fee range is dependent on type and duration of the training class, meeting or seminar and you will be notified of "No-Show" fees in excess of $500 when registering for a training class, meeting, or seminar.	Upon billing.	Payable if you or any of your employees register for a training class, meeting, or seminar, but fail to attend.
Transfer Fee [7]	Transfer fee in effect at the time of transfer for your Store, not to exceed $5,000. Currently the transfer fee is $1,000.	On or before date of transfer to new franchisee.	Only payable if you sell your Store.
Software License Fees and Point of Sale License	Vendor's then-current ongoing fee per Store location, plus a pro-rata share of the Vendor's then-current program fees. Currently, the fee is $103 per month, which includes up to 6 point of sale licenses. A Store's pro rata share of the Vendor's program fee is currently 10% of the monthly fee or less.	Upon billing.	Payable to a third-party vendor, except that we currently collect the ongoing fees on behalf of the vendor. We may also relicense the software to you and collect the fees. See Item 11 – Computer Equipment. We reserve the right to add a fee in the event we offer additional point of sale software license modules.

Type of Fee	Amount	Due Date	Remarks
Signs, Fixtures, Kiosks and Displays	The then-current costs for signs, fixtures, kiosk and displays. Current costs range from $65,000 - $170,000 or more, depending on the size of Store, scope of the project and market.	As incurred.	You must purchase these items from us, unless we approve another vendor. For example, we have approved vendors for the installation of your fixtures and signage.
Computer Equipment, Support, Monitoring, Store System and Equipment Management, Security, and PCI Compliance Services (WSS Technology and Support Model)	$7,000 - $9,000 depending upon your Store configuration. Plus, a monthly fee of $100 per month.	Upon billing.	You must purchase these items from us, unless we approve another vendor. We collect these fees. Some fees are collected on behalf of a third-party vendor. When you remodel or update the Store you must update your computer and POS equipment as we require. Monthly fee is dependent upon your choice of point-of-sale system installation options.
Digital Video and Radio Services	Vendor's then current ongoing fee. Currently, the fee ranges from $20 to $40 per month per Store depending on type of services provided.	Upon billing.	We collect these fees on behalf of a third-party vendor.
Retail Direct Ship	$10 service fee per transaction deducted from Commissions for all transactions closed by our remote call-in customer center on your behalf. We may increase this fee by up to $10 per transaction once each year.	As incurred.	This fee will be paid to the call center that handles the transaction, either the Wireless Zone® call center or the call center of our affiliate, TCC.
Automated Messaging Platform	Vendor's then current ongoing fee which currently is $30-$50 per month per Store.	Upon billing.	We collect these fees on behalf of a third-party vendor.
ReBiz	You must install a traffic counting monitoring and reporting system. Vendor's then current fees. Currently, the installation fee is $1,600 per Store and a service fee of $180 per month per Store.	Upon billing.	We collect these fees on behalf of a third-party vendor.

Type of Fee	Amount	Due Date	Remarks
Additional Training [8]	Between $1,000 and $10,000 depending on the type and duration of the training class, meeting, or seminar. You must also reimburse us for travel, lodging, meals, and additional expenses of our representatives, if applicable. We may also provide additional training online or through other forms of electronic communication. Our fee for delivering training online or through other electronic forms will not exceed the fee for on-site training.	Upon billing.	We may offer additional customized training to you or make available training programs that we may deliver online or on-site or through other electronic means.
Ongoing Product Inventory Purchases	$80,000 to $225,000 per month depending upon your sales level, customer demand, time of year and delivery schedule.	Payment in advance unless we offer you payment terms of up to 65 days (see Item 10).	You must purchase product inventory from us, unless we approve another vendor.
Insurance Procurement Fee	The cost for your coverage plus any third-party expenses we incur to obtain insurance for you.	Payable upon invoice from insurance carrier or us.	You must obtain and maintain insurance coverage we specify. We may obtain insurance if you fail to do so. See Item 8.
Customer Service Charges	Cost to us to resolve any service issues with your customers.	Payable upon invoice from us.	You must resolve service issues with customers and other Wireless Zone® franchisees under our guidelines and cooperate with other franchisees to provide service, exchanges and refunds and then settle accounts. We may resolve any complaints if you do not, and you will reimburse us.
Step-in Rights Exercise	Our costs incurred when exercising our step-in rights. You will also indemnify us.	As incurred.	We have the right to operate your Store under certain circumstances if the Store is in jeopardy or if you are in default under your Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Reserve for Charge-Backs	An amount based on historical data to fund charge-backs against Commissions expected to occur 6 months following termination or expiration of your Franchise Agreement.	Upon termination or expiration of your Franchise Agreement.	Our designated providers of goods and services to you ("Provider") pay Commissions to us that we pass on to you. You must pay us an amount to establish a reserve for Provider charge-backs occurring after termination or expiration of your Franchise Agreement against Commissions already paid to you.
Provider Allowances	The amount of Provider charge-backs for signs and Store build out allowance.	As incurred.	You will reimburse us for any Provider charge-backs to allowances previously granted to you.
Intellectual Property Infringement Liquidated Damages	$1,000 per day.	As incurred.	You must pay this amount as liquidated damages and not a penalty if you continue to use our intellectual property rights following termination or expiration of your Franchise Agreement (unless you are otherwise in compliance if you are holding over after expiration of the Franchise Agreement when a renewal is pending).
Signs, Kiosks, Displays, Inventory and Other WZ LLC Property Removal Costs	Our costs to obtain our property or third party property after termination or expiration, or costs of items if unable to obtain return.	As incurred.	Only payable if you fail to return our property to us or remove all third-party owned signs, kiosks, displays, fixtures, customer files and inventory following termination or expiration. We may do so at your expense.

Type of Fee	Amount	Due Date	Remarks
Marketing Development Funds Termination Fees	You must repay any Marketing Development Funds you received if you (or your transferee) close your Store or otherwise your Franchise Agreement is terminated after beginning operations within a time period specified by a Provider. Also, you must repay a pro rata portion of any Marketing Development Funds you received, based on your shortfall, if you fail to achieve the minimum number of net activations of Postpay service that a Provider requires that you achieve during your initial period of operation.	Upon termination or expiration of your Franchise Agreement or upon failing to achieve the required minimum number of net activations of post-pay service.	Marketing Development Funds may be offered by a Provider but are not guaranteed. If offered, Marketing Development Funds are subject to the Provider's conditions.
Non-Competition and Non-Disclosure Damages and Costs	$100,000 for each violation plus our attorneys' fees and costs for enforcement.	As incurred.	The $100,000 amount is payable as liquidated damages and not a penalty.
Noncompliance with Provider Compliance Agreement	Then current fees or other costs charged by Provider. Currently, the fees are $500 per subscriber mobile phone impacted and up to $2,000 per day and up to $1,000 per location per day.[9]	As incurred. As incurred.	Only payable if you breach Personal Information section of Provider Compliance Agreement. If the Provider charges us for a breach by you of the Personal Information section of the Provider Compliance Agreement you must pay us the amounts we were charged.
Indemnification	Amount of loss or damages plus costs.	As incurred.	You must indemnify us, our officers, directors, principals, employees, and representatives from and against any claims, liabilities or costs which may be brought against us or any of them because of your operation of the Store or your breach of your Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Attorneys' Fees	Varies.	As incurred.	If we are successful in any lawsuit we bring against you, or you bring against us, you must reimburse us for our attorneys' fees.

Notes:

(1) All fees are imposed, collected by and payable to us, except we may collect certain fees on behalf of third-party vendors, as discussed above. All fees are non-refundable and are uniformly imposed except as specifically provided. As provided in the Franchise Agreement, all fees and Royalties, charges and invoices are due and payable to us on the date Commissions and Residuals are paid. We will deduct any fees owed to us from Commissions and Residuals paid by a Provider that are payable to you. If the Commissions and Residuals are insufficient to cover the amount of fees owed, we will automatically draft any remaining fees from your bank account, provided that, when necessary, we will ask you to confirm the amount of the draft before we withdraw the funds. Any deficiency in the payment of amounts owed to us must be cured and all amounts paid in full not later than the 10th day of the month on which such amounts are due. Interest will begin to accrue on all amounts that remain unpaid as of the day after the date such amounts are due. Any caps or not-to-exceed limitations on fee increases disclosed in the chart above will apply only to those fees specifically stated in this chart and with respect to those fees, will apply only to Franchise Agreements signed in connection with this Disclosure Document. All ~~cap~~caps or not-to-exceed limitations will expire or otherwise terminate on the expiration or termination of the Franchise Agreement. We will provide at least 30 days' notice of any increase to a fee in this chart that is subject to a cap or not-to-exceed limitation.

You will bear the cost of and must pay any sales tax, use tax, gross receipts tax, excise tax, or other similar tax on your payments to us. We may collect these taxes from you for transmittal to the taxing authority. You will reimburse us for any taxes we must pay directly to any taxing authority.

(2) "Gross Profit" means the Gross Revenue of your Store less your Allowable Cost. "Gross Revenue" means all revenue you receive from or in connection with your Store, including from the following: (a) sale of devices, products, accessories, goods, and services; (b) Commissions; (c) Residuals; (d) device trade-ins; (e) customer fees; and (f) other payments from the Provider or any supplier or vendor to us that may be distributed to you. Gross Revenue will not include: (x) certain incentives and/or other short-term sales program compensation that we may distribute to you; (y) market development funds; and (z) co-op advertising funds. "Allowable Cost" means (i) the cost attributable to Wireless Zone® approved devices, products, accessories, goods and services sold at your Store, as set forth in our published price schedule; (ii) "Fees" which includes fees charged to you against the sale of devices, products, goods and services by us, the Provider, suppliers or vendors; and (iii) "Chargebacks", which includes all costs and any other amounts charged back to us by the Provider, suppliers or vendors for devices, products, accessories, goods or services sold from or in connection with your Store, and all other reversals by us, the Provider, suppliers or vendors of Commissions, Residuals or other sales revenue including: (1) deactivation chargebacks for devices returned; (2) fraudulent transaction chargebacks and costs; and (3) agent funded rebates.

(3) You can earn Commissions and Residuals for device and service sales, which are paid according to the Commission Schedule described below. As the Provider's agent, we receive payment from all Commissions and Residuals. As our franchisee, we will pay to you the amount of Commissions per a Commission Schedule and Residuals attributable to the Store, less any applicable deductions such as the WZ Royalty, inventory payments and other fees and charges you owe to us.

"Commissions" means the items listed on the WZ LLC published Commission Schedule for the per-sale device and activation compensation paid to WZ LLC by the Provider arising out of your sale and activation of Provider's approved devices, products, accessories, goods, or services at the Store. The Commission Schedule may change from time-to-time. Commissions may be charged back, if your Store closes, is transferred, or you fail to comply with all Provider policies and procedures, or if you fail to meet minimum Provider-imposed performance criteria.

"Residuals" means the account maintenance fees paid to us either: (i) arising out of accounts created before December 1, 2011, on a continuing basis while the account is active, subject to the terms of our Provider agreement ("Continuing Residuals"); or (ii) one-time account maintenance fees paid upon the activation of an eligible new device ("One-Time Residuals"). If you purchase an existing Store that received Continuing Residuals, you may have the right to continue to receive them depending upon our Provider and our policies at the time. Continuing Residuals may cease, and One-Time Residuals may be charged back, if your Store closes, is transferred, or if you fail to meet minimum Provider-imposed performance criteria. All Residuals are payable according to the terms of our Provider agreement and may cease at the Provider's discretion.

(4) We typically pay Commissions and Residuals earned in each calendar month on or about the 1st business day of the 2nd month following the month in which you earn them. For example, Commissions and Residuals earned in December will be paid on or about the first business day of February.

(5) The terms of each program are announced at the beginning of each program period and are subject to change at any time upon notice to our franchisees. The incentives offered under these programs apply uniformly to all franchisees who qualify for the incentive.

(6) You must pay a renewal fee at the time of the renewal.

(7) You must pay a transfer fee at the time of transfer. We may reduce the transfer fee if you acquire multiple Stores at one time. Reduction will be determined by the number of Stores that you acquire in one purchase. Generally, this reduction will be 50% of the transfer fee.

(8) Additional Training may be offered at our discretion, either for the entire System or for you if we determine that you need additional training after the mandatory new franchisee training program is completed. We may deliver additional training programs to you in-person or online or through other electronic means.

(9) The fee of up to $2,000 per day and up to $1,000 per location per day may be charged for every day and every location of continued non-compliance with the Personal Information section of the Provider Compliance Agreement.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee [1]	$1,000 - $25,000	Lump Sum	At Signing of Franchise Agreement	Us
Lease Security Deposit and 3-month's rent [2]	$6,875 - $52,100	Not Included	Not Included	Landlord
Real Estate Improvements [2]	$25,000 - $75,000	As Incurred	As Incurred	Landlord, Various Vendors, Us
Business Equipment and Supplies [3]	$10,000 - $16,000	As Incurred	As Incurred	Various Vendors, Us
Computer Equipment, Signs, Fixtures, Kiosks and Displays [4]	$73,500 - $181,000	As Incurred	As Incurred	Various Vendors, Us
Miscellaneous Opening Costs [5]	$2,500 - $15,500	As Incurred	As Incurred	Suppliers, Utilities, Etc.
Initial Product Inventory [6]	$50,000 - $75,000	As Incurred	Before Delivery	Us
Initial Marketing Program [7]	$5,000	As Incurred	As Incurred	Vendor or Us
Sales Tax, Use Tax, Other Similar Tax, Freight and Delivery Charges [8]	$3,000 - $38,000	As Incurred	As Incurred	Government Agencies, Vendors, Us
Additional Funds for 3 Months [9]	$25,000 - $50,000	As Incurred	As Incurred	Vendors, Suppliers, Employees, Etc.
TOTAL [10, 11]	**$201,875 - $532,600**			

Notes:

(1) The initial franchise fee is described in Item 5.

(2) If you do not own appropriate retail space, you must lease premises to operate your Store. You must sign the lease as the tenant, so that the person or entity named as the tenant under the lease is identical to the person or entity that is the franchisee under the Franchise Agreement. The initial term of your lease must be at least 3 years.

Typical locations will include high traffic plazas, enclosed malls (where the location will be a kiosk, in-line Store or cart), and strip mall locations. The typical Store has between 1,100 and 2,500 square feet of space. The estimates in the chart above are based on estimates of between $15 and $50 per square foot. Based on the above we estimate rent for a typical Store location, will be between $16,500 and $125,000 per year, depending upon size, condition and location of the leased premises, the condition of leasehold improvements, and the prevailing rents in the area. Our estimates do not take into account the effect of a tenant improvement allowance on the rent, common area maintenance charges and taxes you must pay or effect of market forces, including desirability of market, location and whether Store is located in a mall. The estimates in the chart above are made up of a security deposit of 2 month's rent plus 3 months' rent and assume that you do not begin to pay rent until you open your Store. We have not included any additional rent payable over the duration of your Franchise Agreement. Improvements may include completion of interior walls, painting, installation of flooring and doors, and electrical upgrades.

(3) Business equipment and supplies may include fax and copy machines, telephones, safes, and furniture. It also covers the amounts you may pay to purchase and install a traffic counter device and related software. See Item 5.

(4) You must purchase from us all products, services and other items making up your Point of Sale Environment. Currently, this includes setup of 2 desktop point-of-sale (POS) setups, 4 mobile point-of-sale tablets, at least 2 credit card readers, a printer network and security equipment and related software to use in the operation of your Store. You must use all PCI Compliance services we require. We can update these items as we see fit. We have established a referral relationship with a third-party lender, Ascentium, which may offer financing to you in the form of equipment finance agreements. See Item 10.

You must use in the operation of your Store signs, fixtures, and displays, and if applicable to your location, your kiosk, which we must approve. Unless we otherwise agree, you must use one of our approved suppliers to install all fixtures. In certain geographic areas, the Provider may reimburse us for all or a portion of the cost of these items (other than fixtures), and we may pass along to you all or a portion of the reimbursement. Signs and displays may cost you up to $50,000, depending on the programs offered by the Provider, not including shipping, which will vary. The cost of these items for a kiosk location may be less. A free-standing kiosk for a mall or similar location may cost up to $60,000, not including shipping which will vary. Signs may require prior approval by your landlord, the Provider and/or the local municipality and may take up to 6 months to obtain. Signs will be our property and/or the Provider's property, regardless of whether we or the Provider subsidize all or a portion of the costs of your signs. We have established a referral relationship with a third-party lender, Ascentium, which may offer financing to you in the form of equipment finance agreements. See Item 10.

We will provide you with an estimate of the cost of signs, fixtures, and displays needed for the build out of a new Store or a kiosk, and if applicable, the cost for your kiosk. We will include in these estimates the cost to acquire, install and otherwise set-up your Point of Sale Environment. We may require that you pay us a deposit when you sign and acknowledge the cost estimate before we authorize work to begin. You will pay us for all the remaining cost of signs, fixtures, displays if applicable, a kiosk, and all items in your Point of Sale Environment, including costs for installation and set-up of your Point of Sale Environment. This amount will be offset by any subsidies we may grant to you and will be payable by you within 30 days of receiving an invoice from us. Payment will be made via check, ACH or EFT or by business (not personal) credit card.

We or the Provider may offer to subsidize all or a portion of your cost (after any subsidies described above) for any signs, fixtures, displays, and if applicable, your kiosk cost. If we and/or the Provider subsidize all your costs for the display items and/or your kiosk, the items subsidized remain our property and/or property of the Provider. If we and/or a Provider subsidize only a portion of the cost of your display items and/or your kiosk, you will bear the remaining cost of the item after any subsidies that we and the Provider grant.

(5) The miscellaneous opening costs include security deposits, utility deposits, incorporation expenses and professional fees, telephone systems, furniture, PCI compliance, traffic counters, credit card services, and startup and Internet-based training fees for our POS software.

(6) Payment for your initial product inventory is due in full before delivery, unless we otherwise agree. Payment of your initial product inventory must be processed electronically via ACH or EFT. After we receive verification that the funds for payment of your initial product inventory have cleared our bank, your initial product inventory will be shipped to your Store. Initial inventory requirements will vary based on your projected sales volumes.

(7) The initial marketing program campaign expenses are usually incurred soon after your Store begins operation. You may spend more than $5,000 on this campaign.

(8) You are responsible for the payment of any sales tax, use tax, gross receipts tax, excise tax, other similar tax or freight and delivery charges associated with the franchise. These costs vary from state to state.

(9) This is an estimate for additional funds you will require during your first 3 months of operation, which includes your initial startup expenses, supplies, certain inventory (including up-front fixed payments for wireless devices), and payroll costs, but does not include insurance or any security deposit or rent you pay to the landlord. These figures are estimates. New businesses often generate a negative cash flow, and our estimates represent average amounts typically needed to fund your initial operations. Your costs could be higher. Your costs will depend on factors such as how much you follow our methods and procedures, your management skills and business acumen, local economic conditions, the local market for wireless products, wireless services, and accessories, the amount of wireless products and wireless services, and accessories sold, the prevailing wage rate, competition and the level of sales reached during the initial 3 month period. Your inventory expenses will increase the more successful you are. These figures do not include royalties; we cannot estimate those of your expenses that depend on your sales level. The figure also does not include your personal living expenses or loan payments which you should provide for separately. You need to always maintain adequate reserves and working capital to support your ongoing business expenses.

(10) Payments to third parties may be refundable, according to the policies of these parties; we do not participate in these decisions. All payments to us are non-refundable, except the initial franchise fee, a portion of which may be refundable under the circumstances described in Item 5.

(11) We have prepared these estimates based on over 35 years of experience operating and/or franchising Stores. These estimates cover your initial cash investment up to the opening of your Store and the first 3 months of operation. You will be responsible for payment of

these amounts. These estimates do not provide for your cash needs to cover any financing you incur or your other business and personal expenses. You should not plan to draw income from the operation during the start-up and development stage of your business, the actual duration of which will vary significantly from franchise to franchise and which we cannot predict for your Store (and which may extend for longer than the 3-month initial period described in Note 9). You must have additional sums available, whether in cash or through a bank line of credit or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start-up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to franchisee and will depend upon many factors, including the rate of growth and success of your Store, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Store is located, the presence of other competitor stores, including other Wireless Zone® Stores and other wireless retailers, or other public awareness of our business and trademarks within the general vicinity of your Store, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition.

You should review these figures carefully with a business advisor before making any decision on whether to purchase the franchise.

We and our affiliates do not provide financing to franchisees either directly or indirectly for establishing a franchise except we may finance, depending on the circumstances, all, or part of the costs for inventory, signs, fixtures, displays and kiosk, if applicable. See Note 4 above and Item 10. The availability and terms of financing obtained from third parties will depend upon such factors as your credit worthiness, collateral which you may make available, policies of local lending institutions with respect to the nature of the business, and general economic conditions. We have established a referral relationship with a third-party lender that may offer financing to you in the form of equipment finance agreements for establishing a franchise. See Item 10.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may be required by the Franchise Agreement or otherwise by us to purchase or lease products or services (1) from us, our affiliates or parents or other suppliers we have designated or approved, (2) that meet our specifications, or (3) that we have the right to approve.

Under the terms of your Franchise Agreement, all of your furniture, fixtures, equipment, kiosks, traffic counter systems, supplies, signs, safes, telephone system, PCI compliance services, credit card processing services, inventory, data destruction certification, all items making up your Point of Sale Environment, services for the installation, set-up and maintenance of these items, whether performed by us or a third party, and other items and services that we may specify from time to time, must meet our specifications. All of these items and services must be purchased from suppliers we approve, which may be us or an affiliate. We provide our standards and specifications for franchisees in a confidential Operations Manual (the "Operations Manual") and lists of approved suppliers for certain items and services. The Operations Manual is a compilation of manuals, books, binders, videos or other electronic media, Intranet postings and other materials containing operating data, specifications, standards, operating procedures, checklists, equipment, services and other information for the establishment and operation of a Store and to the System. When we say we will provide "written" communication or a notice or information (including the Operations Manual) to you "in writing" we may or may not provide you with a paper ("hard copy") form of the information. We may choose to provide the communication or notice only through electronic communication or posting to our website(s).

We will choose one or more qualified wireless and wireline communications, entertainment, and security products and services Providers. We will enter into a contract with each Provider (the "Provider Contract") authorizing us to market the Provider's services, with the right to engage you as a sub-agent. You will enter into a compliance agreement with us as a condition to your acting as sub-agent for our Provider. The current form of Provider Compliance Agreement is attached as Exhibit 5 to the Franchise Agreement, but we may occasionally change or update this form. We and our Provider are the only approved suppliers for wireless and wireline communications, entertainment, and security products and services. We will select our Provider by exercising our sole business judgment, considering various factors, including what we feel is in the best interests of all franchisees. The Provider we choose will be the exclusive Provider for all franchisees. You will not offer or sell services from any Provider we have not authorized. Our Provider may mandate the use of specific equipment in conjunction with their services, such as authenticable, GPS (E911) capable software, content transfer equipment, frequency specific, or mode specific equipment. You must comply with these requirements, as well as any requirements for equipment configuration or installation and any other Provider-imposed requirements, which may require you to sign agreements with the Provider or us.

We may license or re-license software to you or require you to license software from a third-party vendor. The software supplier may require that you sign a license agreement, which may include a license agreement with us, if we re-license the software to you. We may change software suppliers, and each supplier will have its own form of license agreement you must sign. We are an approved supplier, but not the only approved supplier, for certain computer hardware and displays, fixtures, and signs for the buildout of your Store. We are the only approved supplier for those products, services or other items making up your Point of Sale Environment, and the installation, set-up and maintenance of your Point of Sale Environment and all technology, equipment and other items included in it, such as workstation and mobile point of sale hardware and software. We are also the sole supplier of your digital signage and monitor equipment, and Providers' wireless and wireline communications services. We require that you use our approved credit card processor. You must use a licensed contractor satisfactory to us to perform construction work at your Store. We must approve in writing all changes to your Store plans before construction. We may require that you install additional lighting, wiring for broadband access and digital signs and interactivity between displays or other wiring at your Store.

We have selected specific brands and models for each of the items of equipment that we require you to offer from your Store. We are currently an approved supplier, but not the only approved supplier, for equipment inventory. You have an option of purchasing the equipment from us or purchasing equipment of equal or better quality from a supplier of your own choosing. You may purchase these items of inventory and supplies directly from certain manufacturers under terms we negotiate for our franchisees. We offer franchisees the option to participate in an exclusive accessory purchasing program for the purchase of accessories. Franchisees who elect to participate in this accessory purchasing program may receive favorable pricing and delivery terms negotiated by us and our distributor. In consideration, participating franchisees must agree to purchase all accessories and related products exclusively through the accessory purchasing program. We may receive rebates or other incentives based on your participation in the accessory purchasing program. As of December 31, 2024, we received $88,192.72 in rebates from suppliers arising out of the accessory purchasing program.

Before you open your Store for business, you must obtain insurance coverage meeting our requirements as specified in the Operations Manual. You must purchase the coverage from a responsible carrier, and you must keep the insurance in force during the term of your Franchise Agreement. Certain insurance carriers have offered “special” programs to our franchisees. We are not involved in any of these programs.

We have the sole right to arrange for the installation of exterior signage at your Store that meets our specifications and oversee the work of a licensed general contractor who meets or requirements to perform construction and install fixtures at the Store. If we do not direct the work, then you must use a licensed general contractor we approve to perform this work. We are also the sole supplier of the signs, fixtures, displays, traffic counter monitoring and reporting system, and as discussed above, all technology, equipment and other items making up your Point of Sale Environment and any other technology systems you will use in the operation of your Store or kiosk. We are also the sole supplier of the installation, set-up and maintenance of your Point of Sale Environment and the sole provider of PCI compliance services. We do not intend to approve other suppliers for these items or services, but we may in the future, depending upon various factors, including any supply chain issues we may encounter.

If you wish to use furniture, fixtures, equipment, supplies, signs, computer hardware, telephone system or computer software, or sell a product or service that we have not previously authorized, you must furnish information to us about the item or service and the supplier, as we reasonably request. We do not charge you any fees to obtain this authorization. We will notify you within 30 days of our receipt of all requested information as to whether authorization is granted or denied. Supplier approval is based upon a supplier’s ability to meet our specifications and standards; the demonstration of an acceptable level of quality of construction, performance, and appearance; price; production and delivery capability; adequate quality control and recall procedures; and adequate insurance coverage. We have no obligation to, and we will not, approve another supplier for a product, service or other item for which we have named a single supplier, even if this supplier is us or an affiliate. You may not obtain from another party wireless communications services, entertainment or security products and services that you must obtain from us or our Provider.

We may revoke our approval of previously designated or approved suppliers and designate new or replacement designated or approved suppliers. We will advise you of these changes through revisions in the Operations Manual, by e-mail, Intranet, written or facsimile correspondence, by telephone or at a meeting we require you to attend. If we revoke approval of a designated or approved supplier, you will cease ordering from the supplier. You may use up your supply of unused inventory and offer for sale any discontinued product or service unless we specify otherwise. We may vary the standards and specifications to consider unique features of specific locations or types of locations, special requirements and other factors we consider relevant.

Except for an ownership interest in our affiliates (see Item 1), none of our officers own an interest in any suppliers we approve, or suppliers that supply products under our specifications.

We derive revenue from your purchases of products and services. In 2024, we received $994,722,216 in revenue from device and accessory purchases made by franchisees, amounting to

77% of our total revenues of $1,291,574,179. We received $962,564 in revenue (as a straight pass through of the cost) from technology infrastructure and installation purchases made by franchisees, amounting to approximately 0.07% of our total revenues. All of this information was taken from our audited financial statements and our internal records with respect to the technology infrastructure and installation purchases. We require franchisees to contribute to the Foundation, a non-stock charitable organization we established. See Item 1. In 2024, our franchisees made mandatory contributions of $646,625 to the Foundation. This information was taken from our internal records.

We did not have any affiliates who sold or leased required goods or services directly to our franchisees or who derived revenue from franchisee purchases or leases in 2024.

If you purchase a franchise to operate a Store, we estimate that source-restricted purchases will equal approximately 70% - 90% of your total purchases disclosed in Item 7 in connection with the establishment of your Store and approximately 70%-85% of your total purchases in connection with the ongoing operation of your Store.

We may receive other forms of compensation directly from our Provider and others. This compensation may be either in lieu of or in addition to the Royalties you pay or which we attribute to you. See Item 6. Suppliers periodically offer program incentives relating to specific products and services. Depending upon the program complexity, this incentive may range from 1-10% based upon various factors. In 2024, this incentive was approximately 1%. In addition, our Provider, suppliers, or other vendors may provide partial reimbursements for Store build out, displays, kiosks, and signage. Our Provider, suppliers or other vendors may also sponsor our annual franchisee convention and they may donate to charities we support. All incentives or compensation are paid at the discretion of our Provider, suppliers, or other vendors, and may be based upon performance criteria established by our Provider, suppliers, or other vendors. We reserve the right to receive such compensation, rebates, incentives, and other payments from our Provider, suppliers, and vendors, either directly or arising out of our franchisees' purchases, and to use those monies for our own purposes, and not share them with our franchisees.

There are currently no purchasing or distribution cooperatives in which franchisees are required to participate.

We do negotiate purchase arrangements with suppliers for your benefit. There is no practice in effect by which we provide material benefits to you, such as a right of renewal or the granting of additional franchises, based upon your use of approved suppliers, although you are subject to termination if you do not use the Providers with whom we have exclusive contractual arrangements, or you use Providers not authorized by us.

The requirements described in this Item (and in other Items) represent the Wireless Zone® System at the present time. However, we retain the right to change these requirements, including any single-source requirements, as the Wireless Zone® System evolves over time and the needs of the Wireless Zone® System change.

Item 9

FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Section 4 of Franchise Agreement	Items 6 and 11
b. Pre-opening purchases/leases	Sections 1.03, 4.02, 10.02, 10.05.A and 11.05 of Franchise Agreement	Item 8
c. Site development and other pre-opening requirements	Sections 4 and 10.05.A of Franchise Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Section 9 of Franchise Agreement	Item 11
e. Opening	Sections 4.01 and 14.01.J. of Franchise Agreement	Item 11
f. Fees	Sections 1.02, 1.03, 5.03, 6, 7.02 9.01, 9.02, 9.03, 10.12, 10.14, 10.16, 11.04, 11.05, 11.06, 11.07, 12.02, 13, 15.01, 16.01, 16.02, 16.04, 17 and 18.12 of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manual	Sections 2, 3, 7.03, 7.04, 8.01, 9.03, 10 and 13 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Sections 2.01B, 3, 10.15 and 16.02 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 2.04 and 10.02 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 10.03.D, 10.12 and 10.16 of Franchise Agreement	None
k. Territorial development and sales quotas	Sections 1.05, 2.02, 10.02.B and 14.02.E of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Sections 2.04 and 10.02 of Franchise Agreement	Item 11
m. Maintenance, appearance, and remodeling requirements	Section 10.05 of Franchise Agreement	Item 11
n. Insurance	Section 10.04 of Franchise Agreement	Items 7 and 8
o. Advertising	Sections 7 and 10.15 of Franchise Agreement	Items 6 and 11
p. Indemnification	Sections 13.01, 13.03.A., 15.01.I., 17 and 18.04.C. of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Sections 10.03, 10.10 and 10.11 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 10.07 and 11 of Franchise Agreement	Items 6 and 11

Obligation	Section in agreement	Disclosure document item
s. Inspections and audits	Sections 10.06, 10.07 and 11.04 of Franchise Agreement	Items 6 and 11
t. Transfer	Section 12 of Franchise Agreement	Item 17
u. Renewal	Section 5.02 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 11.05.B, 13, 15.01, and 16 of Franchise Agreement	Item 17
w. Non-Competition covenants	Section 16 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 18.07-18.11 of Franchise Agreement	Item 17
y. Other: Guarantee of franchisee obligations[1]	Sections 1.04, 12.02.A.12 and 12.03.C. of Franchise Agreement	Items 1, 15 and 17

Note:

(1) Each Owner must sign the Guaranty of Performance attached as Exhibit 2 to the Franchise Agreement guaranteeing payment by you to us under the Franchise Agreement, any other franchise agreements, and your performance of your obligations under these documents.

Item 10

FINANCING

Except as disclosed below, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Following a credit review by us, we may provide extended payment terms for purchases of inventory, and other services from us. The amount of credit we offer will be adjusted periodically based on sales and payment performance. If you are given extended purchasing credit terms, you may have up to 65 days to pay for your purchases, depending on the invoice date. We do not charge interest, if you pay on time. For transfers and new locations, we may require that you pay for your initial opening inventory order in advance, electronically via ACH or EFT or business (not personal) credit card. We, in the exercise of our sole judgment, will determine the amount of inventory purchases that we will finance. We may also put you on adjusted credit terms for a period of time, which may extend for 6 months or longer. The adjusted credit terms will require you to pay an up-front fixed prepayment amount, established by us, for each wireless device that you order. This amount will be debited from your bank account via EFT. The remaining balance due for your order will be given credit terms due in full on the 1st day of the second month following the order date. After reviewing your sales and payment performance, we may, in our sole discretion, determine to replace the adjusted credit terms with extended credit terms. If you do not comply with the extended purchasing credit terms, we may reduce the value of the credit we offer to you. Additionally, we may require you to pay an up-front fixed prepayment amount, that we establish, for each wireless device that you order. We also may impose an interest rate on all purchases that are not paid for on time. Currently, that rate is 1.5% per month, or the highest rate allowed by law if lower, from the date on which the purchases were made until the date on which the outstanding balances are paid. We retain the right to deduct from Commissions due to you all amounts owed for purchases and other amounts you owe to us. If at any time your financial situation changes, you have a poor payment record, or are otherwise not in good standing, we may no longer extend to you any purchasing credit terms and require that you purchase on a payment in advance or on a special term basis. The form of Security Agreement you will sign to obtain this financing is attached as Exhibit 3 to the Franchise Agreement. The agreement grants us a security interest in all your assets, including your equipment, inventory, and franchise business, to secure repayment of your obligations to us, both for inventory and under any other agreement you have with us. If you default, we can require that you assemble your assets and make them available to us so that we can take possession of the assets and sell them to recoup all costs, including any attorneys' fees we may incur in enforcing our rights and obtaining payment of amounts you owe us. The Agreement provides that you waive all rights to notice and defenses other than payment in full. If we must bring an action against you, we can do so in Indiana, under Indiana law, and you waive any right to a trial by jury or to object to the venue of the action.

You will sign an agreement allowing us to initiate an EFT from your account for payment of any obligations you owe us. The transfer authorization is attached as Exhibit 4 to the Franchise Agreement.

We may also adopt a program in the future to offer third-party financing for your equipment purchases. We have established a referral relationship with a third-party lender, Ascentium Capital LLC ("Ascentium"), a division of Regions Bank, an Alabama banking corporation, which may offer financing to you in the form of equipment finance agreements ("EFA") with terms of 12, 24, 36, 48 and 60 months for many of the items and services you are required to purchase to open and operate your Store. Typically, franchisees choose terms of 36, 48 or 60 months. The financing term you select is intended to target a monthly payment amount, meeting the cash flow needs you project for your business. Rates range from 8.5% to 10.50% depending on a customer's credit profile and term selected. Rates may change. Your monthly payments will vary based on the amount you finance, market conditions, the strength of your credit, collateral quality, and term of the EFA. Generally, Ascentium will not require a down payment, but may require one or more payments in advance.

If you are approved for this financing, you will sign an EFA and you will have to pledge the assets for your Store as collateral for the EFA. For most franchisees, You and any other Owner of the franchise must personally guarantee repayment of the EFA. The EFA may be prepaid in full (but not in part), subject to a prepayment fee, which is between 1%-5% of the principal balance depending upon the prepayment date. You will be charged a late fee of 10% of the payment amount on any late payments. If you fail to pay any amount owing when due, or if you stop doing business or breach any other obligation in the EFA, Ascentium may declare all remaining payments under the EFA to be immediately due and payable, discounted at 3% per annum. After you default, Ascentium can take possession of the assets and sell them, and you will be liable for any deficiency. If they bring an action against you, they can bring that action in Jefferson County, Alabama, and you waive your right to a trial by jury and the right to object to them bringing the action in Alabama. The EFA documents are governed by applicable federal law and the laws of Alabama. You may also be required to reimburse Ascentium for all costs they incur in enforcing their rights, including attorney's fees and costs of repossession, repair, storage, and remarketing of the assets. In addition, after default, Ascentium may charge you interest on past due amounts at 18% per annum. A sample of the Ascentium EFA and Prepayment Addendum are attached as Exhibit D.

We do not receive direct or indirect payments from placing financing.

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 Assistance

Before you open your Store, we will:

1. Designate a Protected Territory (see Item 12). (Franchise Agreement – Section 1.05.)

2. Approve a site you select for your Store. Generally, you will lease the site from a third party, but we or an affiliate may occasionally offer to sell Stores owned by us or the affiliate, which may also require a sublease or lease assignment. We may review your lease if you request our assistance or if we consider it advisable, although we will not provide any legal advice to you, and you are responsible for negotiating all lease terms. We consider the following factors in approving your location: general location and immediate surroundings, traffic patterns, visibility, size, layout, rental and lease terms, competition, and growth trends in the area. Our Provider must also approve your Store location in advance and may withdraw approval at any time. Our approval and our Provider's approval of a specific location does not warrant or guarantee the suitability of a site, or the profitability or the likelihood of success of your Store. Our approval of a site also does not guarantee that our Provider will also approve the site. You must deliver a copy of the signed lease to us within 15 days after it is fully signed. (Franchise Agreement – Section 4.) We will coordinate with our Provider to obtain final approval of all sites. If we or our Provider do not approve the site you select, you must submit an alternative site for consent. If you and we cannot mutually agree on a site for your Store that is also acceptable to our Provider within 180 days after we and you sign the Franchise Agreement, or such other time period as we mutually agree, we can terminate the Franchise Agreement. If that occurs, we may refund to you the initial franchise fee you paid up to the date of termination, less our expenses incurred to that date if you sign a release. (Franchise Agreement – Section 4.)

We anticipate that the typical length of time between signing the Franchise Agreement or the first payment of consideration and the commencement of operations of your Store will be approximately 12 to 36 weeks. The factors that affect this time frame include the build-out of the facility, training schedules, arrangement of financing by you, lease negotiations, zoning approvals, sign permit and fabrication, and hiring of staff.

3. Allow you access to the Operations Manual. The Operations Manual contains the standard specifications and procedures for the construction and operation of your Store. We will furnish updates to you as changes are made in the Wireless Zone® franchise System. (Franchise Agreement – Section 10.01.) The Table of Contents of the Operations Manual as of the issuance date of this Disclosure Document is attached as Exhibit F to this Disclosure Document. The total number of pages in the Operations Manual as of the date of this Disclosure Document is 123.

4. Furnish you with a layout for the interior of a typical Store and provide specific exterior signage and specific decor specifications or directly arrange for the installation of exterior signage. We may also arrange for a general contractor to perform construction and install the fixtures at your Store. (Franchise Agreement – Section 10.05.) We do not provide these items directly to you or deliver and/or install them. Before you open the Store, you must certify in writing that you

have obtained all permits and certifications required to operate the Store, including all business and/or other licenses and all zoning, access, signs, and fire requirements. (Franchise Agreement – Section 10.05.)

5. Identify the approved products and services that you must offer at your Store. (Franchise Agreement – Sections 2.04. and 10.02.) We will also offer to sell you the items of inventory we offer. (Franchise Agreement – Section 1.03.)

6. Provide you and any of your managerial employees (as space permits) with operational, sales and promotional training intended to prepare you for the management and operation of your Store. (Franchise Agreement – Section 9.01.) See below in this Item 11 for more information about our training program.

7. At your request, we will assist you with the development of an initial marketing program campaign if we require that you develop an initial marketing program campaign. You will bear the cost of any initial marketing program campaign. (Franchise Agreement – Section 7.03.)

Ongoing Obligations

During the operation of your Store:

1. We may conduct additional training classes during the year. We may make attendance at these training classes mandatory. There may be a fee for attendance at these training classes and you will be responsible for all travel expenses associated with attending. In addition, mandatory regularly scheduled franchisee meetings are held at various locations to provide updates on procedures, marketing programs, products, and other information. There will be no charge to you for attendance at these franchisee meetings, but you are responsible for travel expenses associated with attending these meetings for yourself and your employees. If you or any of your employees register for a training class, meeting, or seminar, but fail to attend, or fail to attend a mandatory meeting, we may charge a "no-show fee". (Franchise Agreement – Section 9.02.)

2. If we determine you need additional training after you complete the new franchisee training program, we will furnish additional virtual operational, sales, and promotional training to assist you in the management and operation of your Store. We will charge you a fee for such additional training when requested to be in person at a chosen Store. The applicable fee range depends on the type and duration of the training. We may also provide additional customized training or make available training programs online or through other forms of electronic communication. (Franchise Agreement – Section 9.02.)

3. We will pay you the amount of Commissions and Residuals received from the Provider that are attributable to your Store, less deductions for amounts you owe us. (Franchise Agreement – Section 6.02.)

4. We will offer to sell certain approved devices and accessories to you at the published wholesale price we paid for the product. (Franchise Agreement – Section 10.02.)

5. We may provide suggested retail prices, but you will determine the prices at which you offer products and services, subject to our right to establish minimums and maximums. (Franchise Agreement – Section 10.09.)

6. We will let you use our proprietary trademarks. (Franchise Agreement – Section 3.)

Advertising/Marketing

You must aggressively promote your Store in your local geographic area. You may develop advertising and marketing materials for your own use at your own cost, but we must approve these materials in writing in advance of publication or use. You must limit all your marketing and promotional activities to the Protected Territory unless you have received prior written approval from us. All local marketing and promotion by you of any type must be conducted in a professional manner and must be approved by us in writing in advance. You may not be approved to use our Provider's trademarks in any advertising or other forums. If you are approved to use our Provider's trademarks in any manner, you must adhere to our and our Provider's guidelines and requirements regarding the use of the Provider's trademarks.

You must participate in 1 or more civic organizations in the community in which your Store is located. We may suggest certain organizations and encourage all our franchisees to participate in specific philanthropic programs, including the Foundation. In addition, you must participate in all programs we support, and pay all amounts, or make contributions, as we may require from time-to-time (Franchise Agreement – Section 7.04.)

We may require that you develop an initial marketing program campaign. You are responsible for the cost of any initial marketing program campaign. If we require you to develop this campaign, then at your request, we will assist you with the development of the initial marketing program campaign. (Franchise Agreement – Section 7.03.)

You may not establish, or have established on your behalf, any website, webpage, social media or social networking site, profile, account, hashtag, or avatar relating to or referring to us, your Store, any Provider, the Trademarks or to the System without our prior written approval. If you wish to maintain a website, social media sites, or use other electronic media, you must first obtain our prior written approval of the form and content, which consent we are under no obligation to provide, as we consider the maintenance of a website or social media site to be a form of advertising and subject to our requirements. We may require that the only website or social media sites for you and the System will be the website or social media sites that we maintain. (Franchise Agreement – Section 10.15.)

We may, in the exercise of our sole business judgment, spend cooperative funds we receive from a Provider in any manner we choose, including on branding initiatives to promote and enhance the quality image, identity and patronage of our Stores. We will determine the cost, media, content, format, style, timing, allocation, and all other matters related to these programs. (Franchise Agreement – Sections 7.01. and 7.02.) Currently, our regional and local advertising, which is developed by our in-house marketing department in conjunction with and subject to the approval of our Provider, may be disseminated by us via the Internet, including social platforms, electronic media, radio, television or direct mail.

We may use advertising, marketing, or development funds paid to us by our Provider to offset our costs for advertising, marketing, and promotion, and we may make payment to us or our affiliates for administrative expenses arising out of the design, production, and placement of advertising and promotional materials on behalf of some or all franchisees. We would not have any obligation to develop, implement, or administer these funds to ensure that expenditures are proportionate or equivalent to payments attributable to a particular Store, or to make expenditures to benefit any particular franchisee or group of franchisees, or for any particular market area, geographic area or on a pro-rata or proportional basis. We are not a fiduciary for monies held for advertising, marketing, or development accounts.

Computer Equipment

You must purchase from us all products, services or other items making up your Store's or kiosk's "Point of Sale Environment", unless we decide to approve other vendors. This includes your point of sale systems and related technology and infrastructure, and all equipment, hardware, software and other items or services we require you to use to operate your Store or kiosk. You must also use us to install, set-up and maintain the Point of Sale Environment, unless we decide to approve other vendors. Your Store will initially require at least 2 desktop point-of-sale workstations, 4 mobile point-of-sale tablets, at least 2 credit card readers, a printer, network and security equipment, and related software. The estimated cost to purchase the products, services and other items discussed above to open your Store is between $7,000 and $9,000. The actual costs may vary depending on the amount of hardware and software you choose to purchase. You must update and replace all technology, equipment and other items we require at least once every 3 years or as we determine in our sole discretion, either to meet the need for technological improvements or to ensure the effective operation of the System. You must purchase all updated replacement technology, equipment and other items from us at our then-current prices at the time of the update, unless we approve other vendors. Typically, any workstation hardware purchased from us will have a 3-year warranty. You may also be required to purchase software or hardware upgrades at the direction of us and the manufacturer(s) of the hardware and software included in your Point of Sale Environment, or otherwise, to accommodate technological improvements. There are no contractual limits on any updates or upgrades that are required for any of these items. All upgrade and update costs are your responsibility. The cost of any upgrades will vary, and we have no basis for estimating the annual or periodic costs you might incur, which are determined by the manufacturer. Upgrades are included in the license fee for the point of sale software included in the Point of Sale Environment which you will have to use. If you are acquiring an existing Store, and the equipment or technology used in the Store does not meet our current approved equipment or technology standards, you must update and replace these items at the times we may specify, which may be a condition to our consent to the sale.

You will furnish us with the ability to download your sales and customer information and all other information we request, on a regular basis, even though we will have independent access to that information. We will advise you as to the timing, format, and content of the information you must make available to us. You must have an Internet service that meets our standards. We provide a unique email address to the principal Owner of each of our franchisee entities (@wireless-zone.com). We also provide an email address for each franchisee employee at no additional cost to you. The Wireless Zone® email address must be used for all email correspondence between you and us to ensure that we are able to maintain confidentiality with our communications. You must use a credit card processing company that we have approved.

You must use point of sale software we designate to handle all transactions in your Store. The software maintains a data base of your customers and of products for use in managing your Store. Upgrades to the software will be included in the monthly licensing fee. We will have independent full access to all information and data collected by the software and any other data or information created by or maintained in your point of sale systems, whether mobile or otherwise. There are no contractual limits on our right to access this information. If your Store closes, you must ensure the proper media sanitation in accordance with our policies.

You must access and utilize our Intranet and e-mail system designed for franchisees. This Intranet will be used for, among other things: dissemination of reports, notices, procedures, manuals, special promotions and programs, replacing individual e-mails, training, placing orders with our warehouse, replacing faxes and phone calls, and posting of current advertisements.

You must certify PCI compliance on an annual basis, according to the standards we establish. Current standards for compliance include completing a PCI self-assessment questionnaire, signing, and attestation of compliance and passing an external vulnerability scan from a PCI authorized scanning vendor. You will pay us a monthly maintenance fee of $100-$160 for monitoring, store system and equipment management, security, and support.

Training

Your Store must always be under the direct supervision of an individual who has satisfactorily completed our new franchisee training program and other mandatory training programs, including at our convention. Before your Store opens, each person signing the Franchise Agreement as franchisee, or each Owner with at least a 20% equity interest in a business entity franchisee, or the Store general manager, must complete, to our satisfaction, our mandatory new franchisee training program. If you designate in writing 1 or more employees as general manager(s) to supervise the operation of your Store in your stead, then we will also require the general manager(s) to attend and complete the mandatory new franchisee training program. If you ever replace the initially approved general manager, then the replacement general manager must attend and complete our mandatory new franchisee training program. If any person does not complete the mandatory new franchisee training program to our satisfaction, that person will have to repeat the program or portions of it until we are satisfied, or you will have to replace that person and the replacement will have to attend and complete our mandatory new franchisee training program and any mandatory additional training course(s) to our satisfaction.

We do not charge any initial training fee for (usually the Owner but sometimes a designated general manager) attendance at our mandatory virtual new franchisee training program. You and/or your general managers must successfully complete the mandatory new franchisee training within 120 days of the date of the Franchise Agreement or we may terminate the Franchise Agreement. In addition, we may conduct periodic training programs in-person or virtually. Attendance at these meetings may be mandatory. You must pay the costs for travel, lodging, meals, and salaries for the individuals who attend any mandatory, or request, in-person training program.

We provide our mandatory new franchisee training on an ongoing basis throughout the year. We have prepared confidential and proprietary instructional material for use in our training program. We may also require you, your Owners, and your general managers to complete training programs offered by any of our chosen learning providers. Some or all training offered to you will be made available online through various web-based and non-web-based platforms. You will also have access to the Wireless Zone® Operations Manual, and while we will review select portions of the Operations Manual during the initial training, you can and should refer to the Operations Manual to learn the most current practices and procedures for the operation of your Store. Training facilities are divided between (a) our corporate offices or a franchised Store; and (b) online or through other forms of electronic communication.

The training program for a new franchisee consists of approximately 80 hours. The training schedule appears below in this Item 11. Our officer in charge of our initial training program is Miguel Chavez, our Director of Learning and Development. Mr. Chavez has been with our company since February 2025. He has over 5 years of experience in the retail wireless device industry. We will use our staff and third-party trainers who will perform their training duties under our supervision. Most of the individuals performing training will have several years of experience with us or our affiliate or have relevant industry experience. The length of the training may vary, and we can waive it in its entirety if you are already operating other Wireless Zone® Stores.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Location
New Franchisee Classroom Training The training program is intended to deliver a foundation of knowledge to support a new Wireless Zone® Franchisee/Owner in the opening and operations of their Store(s). The training is conducted in a virtual environment. Program topics include Sales, Finance, Advertising, Marketing, Product Training, Warehouse, Point of Sale, Human Resources/Employee Relations, The Customer Experience, and Operations Manual.	Minimum of 80	Virtual
Total	Minimum of 80	

Item 12

TERRITORY

You will operate the Store at a specific location that we and our Provider in your market must first approve. We will designate an area that is a 2-mile radius around the original location of your Store as your territory ("Protected Territory"), provided, however, that if your Store is located in a city with a population of 350,000 or more persons according to the most recent U.S. Census information, the Protected Territory will be a 1-mile radius around the original location of your Store. The exception is that if your Store is in an enclosed shopping mall then the Protected Territory is the enclosed shopping mall itself. A Protected Territory will specifically exclude exhibition, convention and/or conference halls and centers. We reserve the right for ourselves and/or our franchisees to exhibit or participate in functions conducted at these types of venues. A Protected Territory will also specifically exclude enclosed shopping malls, whether now existing or arising in the future that are otherwise within the description of the Protected Territory, unless the Protected Territory is the enclosed mall itself. We reserve the right to operate ourselves, and/or to license our franchisees to operate Wireless Zone® Stores, kiosks, and/or carts in these enclosed shopping malls and in non-traditional locations described below. The Protected Territory of another franchisee may overlap with your Protected Territory.

You may operate only one Store in your Protected Territory. You do not receive the right to acquire additional franchises within your Protected Territory or elsewhere. You will conduct from your Store on-site retail sales, telemarketing and direct sales to the general public and small businesses within your Protected Territory. You may only advertise and market your Store in your

Protected Territory. You must seek and receive our permission to relocate within your Protected Territory. The proposed new location must satisfy our and Provider's site location and lease criteria for your Store. If your lease for your Store expires, is not renewed, or is otherwise terminated, you must secure another approved Store location within 90 days after the expiration or termination of the prior lease. You must sign a separate Franchise Agreement, the terms of which may differ materially, and pay an additional franchise fee, to operate another Store in your Protected Territory or in a different or additional territory.

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 also face competition from competitive brands that our affiliates control, including TCC.

If you are not in default under the Franchise Agreement, we will not grant a franchise for the right to operate a Wireless Zone® Store that is physically located within your Protected Territory, except as described below regarding alternative channels of distribution, including non-traditional locations, and except that we also reserve the right to retain any sub-agent we previously established in your Protected Territory. We also expressly reserve for ourselves, for our affiliates and for our other franchisees the right to sell, lease and repair wireless telephones, and other wireless and wireline communications devices and services, entertainment and security products and services, and other products and services under other trademarks within or to your Protected Territory. Our Providers, and other agents of our Providers, may also operate competitive stores in your Protected Territory, but without using the Wireless Zone® name. You may accept orders from outside your Protected Territory without payment to another franchisee, but you may not conduct marketing or promotional activities outside the Protected Territory. We may accept orders from inside your Protected Territory without payment to you.

We retain the right to use alternative channels of distribution, including by way of wholesale, mail order or catalog business, the Internet, "e-commerce" or other computer sales methods, specialty sales, or via outbound telemarketing, toll free telephone numbers for delivery, other electronic means, or at or through department stores, big box stores, grocery stores, supermarkets, theme parks, airports, stadiums, arenas, and similar outlets, to offer products and services other than through Wireless Zone® Stores to locations and customers located anywhere, including those within your Protected Territory, using the mark Wireless Zone® and the other Trademarks or under other trademarks, and we do not have to pay any compensation to you. You may not solicit business in any non-retail channel of distribution to any purchaser wherever located, including within your Protected Territory, including by way of catalogs, mail-order, toll-free telephone numbers, or any form of electronic media or commerce, such as the Internet, except for permitted telemarketing within your Protected Territory. We have established an e-commerce distribution program, and you must participate in the manner set out in the Operations Manual and accept those amounts, if any, that we specify as full and adequate payment for your participation.

We may establish, and we reserve the right for ourselves and our affiliates to utilize, alternative channels of distribution for branded communications products, such as telephones or wireless Internet devices, using the Trademarks used in your Store or any other trademarks, to any purchaser wherever located, including within your Protected Territory. You will have the right to sell products under the Trademarks only by retail sale and only through your Store and you will have no right to sell products through any alternative distribution channel. You have no right to share, and you should not expect to share, in any of the proceeds we or our affiliates, franchisees, licensees, representatives, agents, sub-agents or any other person receives in connection with any other channel of distribution, except as we specifically authorize.

We also reserve the right for ourselves and our affiliates, to operate or to license the operation of retail stores offering wireless and wireline communications products and services and/or entertainment and security products and services within or outside your Protected Territory. We also reserve the right for ourselves and our affiliates to develop, operate and franchise similar or dissimilar distribution systems for the same, similar, or different products, goods, or services using trademarks, service marks and commercial symbols different from those used in connection with the Wireless Zone® System, which may include web-based systems.

You may provide suggestions, comments or other feedback to us with respect to the System. Feedback is voluntary. You agree that we may use Feedback for any purpose in connection with any business activities conducted by us or our affiliates.

Our affiliate TCC, owns and operates stores operating under the service mark "TCC," which offer goods and services similar to the goods and services you will offer in your Wireless Zone® Stores. These TCC stores are not restricted as to where they may solicit or accept orders and they may compete with Wireless Zone® Stores and solicit or accept orders in your Protected Territory. Neither we nor TCC is restricted from expanding geographically and both intend to expand to additional states, including into states where the other system currently has outlets. We and TCC have the same principal business address and do not maintain physically separate offices or training facilities. If there is a conflict between TCC and us or a franchisee we will work with TCC to resolve that conflict in a manner that we feel is in the best interests of all involved.

We will establish minimum requirements for the volume of sales and performance standards for your Store, including minimum monthly sales standards for new activations and total boxes, and other minimum monthly sales standards established by both us and the Provider. The minimum requirements will be published in our Operations Manual. You must maintain these minimums to retain your franchise; if you do not satisfy the minimum requirements during any 3 consecutive months of operation, we may terminate your Franchise Agreement.

Item 13

TRADEMARKS

We grant you the right under the Franchise Agreement to operate under the mark "Wireless Zone." You may also use, with our prior written consent, our other current or future trademarks to operate your Store. By trademark, we mean trade names, trademarks, service marks and logos used to identify your retail outlet. You may not use websites, social media sites or register domain names (whether or not they include the trademarks) without our prior written approval, which we are under no obligation to furnish.

The following is our principal trademark which has been registered on the Principal Register of the United States Patent and Trademark Office; all required affidavits and renewals have been filed:

Wireless Zone (without design)
Registration Date: March 28, 2000
Registration No. 2,336,387

You must follow our rules when you use our trademarks. You cannot use the names or trademarks, or confusingly similar names or trademarks, as part of a business entity name, e-mail, or Internet address or with modifying words, designs, or symbols, unless we expressly license their use to you for this purpose. You will not open any vendor accounts using the trademarks. You may not use our name or trademarks in connection with the sale of an unauthorized product or service, for obtaining credit from any lender or lending institution or from vendors, suppliers, or merchants, or in any manner not authorized in writing by us. You may not, during the term of the Franchise Agreement or after its expiration or termination for any reason, develop, create, generate, own, license, lease or otherwise use any computer media and/or electronic media (including any Intranet, Internet, World Wide Web, social media or social networking sites, bulletin boards, news group, blogs, websites, webpage, profile, account, hashtag or avatar) that in any manner use or display our trademarks, or confusingly similar names or trademarks. You may not, during the term of the Franchise Agreement or after its expiration or termination for any reason, in any manner use or employ any meta tag, link, frame or similar device to, or for any website or social media site of ours. You may not, during the term of the Franchise Agreement or after its expiration or termination for any reason, sell, give, provide to, or otherwise assist any third party who is not our franchisee to obtain any advertising, signs, posters, point of sale materials, promotional materials, or other materials containing our trademarks, including the trade dress.

You may not use our confidential information or trademarks, including trade dress, for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities. You may not input any of our confidential information, including any aspect of the System or of the Operations Manual into any generative AI platform, or disclose such information to any provider or source of generative AI services. You must opt out of allowing any provider or source of generative AI to utilize our confidential information for training of any AI model or for other purposes.

No agreements limit the right to use or license the use of the trademarks. There are presently no material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor any pending interference, opposition, or cancellation proceedings or material litigation, involving the principal trademarks.

You must notify us immediately when you learn about an infringement of, or challenge to your use of, our trademarks. We will take the action we think is appropriate. While we are not required to defend you against a claim against your use of our trademarks, we will reimburse you for any damages for which you are held liable and your reasonable costs in connection with defending Wireless Zone® trademarks. To receive a reimbursement, you must have notified us immediately when you learn about the infringement or challenge and cooperated with us. We alone will control any action involving the trademarks. You will assist us in our pursuit of the action.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If this happens, we will not reimburse you for your costs of compliance, including for example changing signs and other trademarked materials. You must not directly or indirectly contest our right to the trademarks, trade secrets or business techniques that are part of our System.

We do not know of any infringing uses that could materially affect your use of our trademarks.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We claim copyright protection in the Operations Manual and related materials, and website, social media sites, Intranet, advertisement, and promotional materials, although these materials may not have been registered with the United States Registrar of Copyrights. We consider these materials proprietary and confidential, and our property and you may use them only as provided in the Franchise Agreement. We also consider our trade dress inherently and uniquely distinctive and protectable under applicable Federal and State law.

There currently are no effective material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us which could materially affect your use of the copyrighted materials. We are not required by any agreement to protect or defend copyrights or any patents or to defend you against claims from your use of any patented or copyrighted items.

The Operations Manual and other materials we make available to you contain our confidential information, including trade secrets. You must treat the Operations Manual, any other manuals and literature created for or approved for use in the operation of your Store, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The Operations Manual will remain our sole property. As described in Item 8, the Operations Manual is a compilation of manuals, books, binders, videos or other electronic media, Intranet postings and other materials. You must keep any physical copies of any portions of the Operations Manual in a secure place at your Store.

We may revise the contents of the Operations Manual, and you must comply with each new or changed standard. You must familiarize yourself with changes to the Operations Manual as they are posted. You must ensure that your copy of the Operations Manual is kept current at all times. If there are any disputes as to the contents of the Operations Manual, the terms of the master copy we maintain at our home office will be controlling.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We do not require that you participate personally in the direct operation of your Store. You may operate your Store through 1 or more Owners or employees, who are acceptable to us, who you designate in writing in a form acceptable to us, to serve as your proxy to supervise the operation of your Store. You must designate a general manager to serve as your proxy if neither you nor another Owner with at least a 20% interest in the franchisee business entity will devote at least 40 hours per week to the operation of your Store. You and the designated general manager, if any, must meet our educational and experience standards and you and in certain situations, the general manager, must attend and satisfactorily complete the mandatory new franchisee training program and all future mandatory training programs. Any new general manager we approve must attend and satisfactorily complete our mandatory new franchisee training program. You or your general manager must devote full time attention, which we estimate as a minimum of 40 hours per week, to managing, operating, and developing your Store's business, except for reasonable vacation and sick time. We do not dictate whom you may appoint as a general manager, but we must approve the person you select to act as general manager. Your general manager need not have an equity ownership in your Store. The general manager and any other parties that we may require, must, however, sign a written agreement to maintain confidentiality of our confidential information and trade secrets, assign developments to us, and comply with the covenants not to compete described in Item 17. The agreement must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary, with the independent right to enforce the agreement. We may require that you attend regularly scheduled meetings and ongoing training meetings even if you do retain a manager.

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

You must ensure that your personnel having access to any of our trade secrets or confidential information sign covenants that they will maintain the confidentiality of information they receive in connection with their employment by you. The covenants must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants, with the independent right to enforce them.

Each Owner must sign the Guaranty of Performance attached as Exhibit 2 to the Franchise Agreement guaranteeing payment by you to us under the Franchise Agreement, under any other franchise agreements, and your performance of your obligations under all of these documents.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the equipment and products and services that we have approved for sale through your Store. The offer and sale of counterfeit, unauthorized or illegal goods is strictly prohibited.

You must offer, on an exclusive basis, all inventory, and services that we designate as being required for all franchisees. You may only use the Provider we designate. You may also need to offer approved products and services of the Provider. These required services include the sale, installation and repair of wireless telephones and other wireless and wireline services and products, including telephones and Specialized Mobile Radio (SMR) communications devices, wireless data, satellite and/or cable television and radio systems, and personal communications devices, entertainment and security products and services. You must also market other communications technologies as they develop.

We retain the right to change the types of authorized equipment, products, and services, without limitation.

You are restricted as to where you conduct your business. You are limited to the solicitation of customers within your Protected Territory, although you may sell and provide services to any customer who comes to your Store. You may not establish, or have established on your behalf, any website, webpage, social media or social networking site, profile, account, or hashtag relating to or referring to us, your Store, any Provider, the Trademarks or to the System. The only website or social media site you may use will be the website or social media sites that we maintain.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 5.01 of Franchise Agreement	7 years, unless terminated earlier.
b. Renewal or extension of the term	Section 5.02 of Franchise Agreement	One additional term of 7 years.
c. Requirements for franchisee to renew or extend	Section 5.02 of Franchise Agreement	Include notice, no material default, no money owed, renovations, pay renewal fee, sign new franchise agreement, sign general release, and receive approval to continue as a sub-agent of our Provider. If we and you are actively pursuing the procedures to renew but the term expires, the Franchise Agreement may continue for up to 180 days while the renewal is pending; you will pay a holdover fee of $500 per month in advance. This is in addition to all other fees you would have owed under the Franchise Agreement. You must sign our then-current franchise agreement, which may contain terms and conditions materially different from those in your current franchise agreement, such

Provision	Section in franchise or other agreement	Summary
		as different fee requirements and territorial rights.
d. Termination by franchisee	None	Not Applicable
e. Termination by franchisor without cause	Section 14.01 of Franchise Agreement	We can terminate the Franchise Agreement if the Provider withdraws its approval for you to be our sub-agent for the Provider's products and services.
f. Termination by franchisor with cause	Sections 14.01, 14.02 of Franchise Agreement	See g. and h. below.
g. "Cause" defined – curable defaults	Section 14.02 of Franchise Agreement	Includes failure to pay, file report, comply operationally, maintain minimum number of monthly activations, fail to provide us correct identifying information or fail to promptly update us with your bank account information or the name of your entity, any default not listed as non-curable.
h. "Cause" defined – non-curable defaults	Section 14.01 of Franchise Agreement	Includes bankruptcy or insolvency, unapproved transfer, abandonment, conviction of felony or misdemeanor relating to Store or involving moral turpitude, impair or jeopardize System goodwill including sharing amounts paid to you with another Wireless Zone® franchisee or other third party, violate confidentiality or non-disclosure covenant, underreport royalties, fail to satisfactorily complete training, maintain false books, your landlord retakes possession of the location for your Store, eviction proceeding is filed against you or you lose Store lease, repeated defaults, fraudulent or dishonest acts, fail to agree on a location for your Store within 180 days, violation of anti-terrorism laws, or we terminate any other franchise agreement we have with you, a Provider withdraws its approval for you to be our sub-agent for the Provider's products and services, or the existence of your entity terminates; you withhold our access to any accounting or financial systems or data, revoke any electronic-funds transfer or direct debt

Provision	Section in franchise or other agreement	Summary
		authorization granted to us, or initiate any stop payments against us.
i. Franchisee's obligations on termination/non-renewal	Sections 13 and 15.01 of Franchise Agreement	Pay all fees, monies, rents; cease use of trademarks and proprietary information; establish reserve for charge-backs; return signs, kiosks and displays and any other items owned by us; transfer phone numbers; return customer files. At our option, sell the assets of the business to us at a price equal to your Gross Profits for the 12 months leading up to our notice of exercise of the option, plus the fair market value of your tangible assets.
j. Assignment of contract by franchisor	Section 12.01 of Franchise Agreement	Freely assignable by us.
k. "Transfer" by franchisee – defined	Section 12.02 of Franchise Agreement	Sale, assignment, transfer, mortgage pledge of interest in the Agreement, a Store, Store assets, or if you are an entity, or have any ownership interest in the entity.
l. Franchisor's approval of transfer by franchisee	Section 12.02 of Franchise Agreement	No transfer without our prior written consent.
m. Conditions for franchisor approval of transfer	Sections 12.02, 12.03 of Franchise Agreement	Pay all amounts you owe us; relinquish "demo lines"; establish a reserve for charge-backs; sign release; transferee be qualified; pay transfer fee in lieu of an initial franchise fee; transferee sign new Franchise Agreement with a new 7 year term; transferee must comply with requirements for new franchisees, including purchase of Initial Product Inventory from us, even if transferee purchases your inventory (see Item 5); and you or transferee must renovate and modernize the Store. If you are an individual and you wish to transfer the Franchise Agreement and the Store assets to a business entity for convenience of ownership, the entity must be a single purpose entity, its Owners must guarantee the entity's obligations to us, and the entity and Owners must satisfy additional requirements stated in Section 12.03.

Provision	Section in franchise or other agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.02.A.1 of Franchise Agreement	30 days on same terms as bona fide offer.
o. Franchisor's option to purchase franchisee's business	Sections 12.02B, 13 and 15.01.H.2 of Franchise Agreement	Upon termination or expiration of the Franchise Agreement, we have the right to purchase the assets of your business at a price equal to your Gross Profits for the 12 months leading up to our notice of exercise of the option, plus the fair market value of your tangible assets.
p. Death or disability of franchisee	Section 12.02.B of Franchise Agreement	We may assume operation of the Store. We have an option to purchase for 180 days at an agreed price or appraised value if there is no agreement. Heirs or personal representatives can transfer to a third party or to themselves, subject to transfer procedures if we don't purchase; a transfer must occur within 12 months.
q. Non-Competition covenants during the term of the franchise	Section 16.01 of Franchise Agreement Section 16.03 of Franchise Agreement	No ownership interest or involvement in any business offering wireless or wireline communications products and services and/or entertainment and security products and services which are offered as, or are materially similar to, any part of the System. No discussions or negotiations, nor agency or sub-agency agreement, with any Provider.
r. Non-Competition covenants after the franchise is terminated or expires	Section 16.01 of Franchise Agreement Section 16.03 of Franchise Agreement	No ownership interest or involvement for 2 years in any business offering wireless or wireline communications products and services and/or entertainment and security products and services which are offered as, or are materially similar to, any part of the System, at the premises of the Store, or within a 10 mile radius of the Store or of a then existing franchised or affiliated Store, which offers products and services which are offered as, or are materially similar to, any part of the System. No discussions or negotiations, nor agency or sub-agency agreement, with any Provider for 1 year.

Provision	Section in franchise or other agreement	Summary
s. Modification of the agreements	Section 18.03 of Franchise Agreement	Only by written agreement of both parties generally, except that (i) we may change the Operations Manual and system standards and specifications, and (ii) any modification of the Franchise Agreement accepted by at least 80% of the Wireless Zone® stores in operation as of the date of modification is binding on you.
t. Integration/merger clause	Section 18.02 of Franchise Agreement	Only the terms of each agreement, including all schedules, exhibits and ancillary agreements, are binding (subject to state law, see Exhibit I). Any statements or promises not in the agreement or in this Disclosure Document should not be relied upon and may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 18.07, 18.10 of Franchise Agreement	Most disputes must be submitted to mediation, and if not settled by mediation, are then subject to binding arbitration.
v. Choice of forum	Sections 18.07, 18.09, 18.10 of Franchise Agreement	Mediation will be conducted at a neutral location selected by the mediator in a metropolitan area with at least 250,000 persons not located within 200 miles of either your or our principal office. Arbitration will be conducted at a location within fifteen miles of Indianapolis, Indiana. If litigation is permitted, it will be held in state or federal court in Indiana (subject to state law, see Exhibit I); except that we may obtain injunctive relief in any appropriate forum against actual or threatened conduct that will cause us loss or damages under the usual equity rules.
w. Choice of law	Section 18.08 of Franchise Agreement	Indiana law (subject to state law, see Exhibit I).

A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq*.

Item 18

PUBLIC FIGURES

We currently do not use any public figure to promote the sale of franchises.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

Postpay Activations and Upgrades

Below are tables containing information based on our Provider's Postpay activations and upgrades data for franchised Stores for the calendar year 2024, as provided to us by our Provider. The Provider reports Postpay activations and upgrades data to us using a reporting system applicable to all of the Stores. We have not audited these figures. The average number of Postpay activation and upgrade transactions in the tables are net of any deactivations.

There were 745 franchised Stores in the Wireless Zone franchise system as of December 31, 2024. The initial table below and the 2024 chart in Section A report data derived from all 703 Stores that were open and operating as Wireless Zone Stores during the entire calendar year 2024. The earliest of these Stores opened in January 1994 and the latest opened in December 2023. We excluded the results of 17 Stores from these numbers because they permanently closed during 2024. Six of these Stores were open for less than 12 months before closing. We also excluded the results of 42 Stores because they opened in 2024 and were not open and operating for the entire 12-month period ended December 31, 2024.

Franchise Stores Open 12 Full Months in 2024 (703 stores)

		Number of Stores that Attained or Surpassed the Average
Average Number of Postpay Activations Per Store Per Month	53	(276 of 703 Stores or 39%) (Median – 47)
Average Number of Upgrades Per Store Per Month	81	(306 of 703 Stores or 44%) (Median – 73)
Average Number of Transactions Per Store Per Month (Postpay Activations & Upgrades Combined)	135	(292 of 703 Stores or 42%) (Median – 120)

The table below reports data for the top 10% of the 703 franchised Stores identified above, and the third table reports data for the bottom 10% of these Stores. The rankings of the top 10%

and bottom 10% of these 703 franchised Stores were based on the total number of transactions (Postpay activations and upgrades combined) per Store per month.

Top 10% of Franchise Stores Open 12 Full Months in 2024 (70 stores)

		Number of Stores that Attained or Surpassed the Average
Average Number of Postpay Activations Per Store Per Month	121	(24 of 70 Stores or 34%) (Median – 114)
Average Number of Upgrades Per Store Per Month	179	(23 of 70 Stores or 33%) (Median – 164)
Average Number of Transactions Per Store Per Month (Postpay Activations & Upgrades Combined)	288	(25 of 70 Stores or 36%) (Median – 262)

Bottom 10% of Franchise Stores Open 12 Full Months in 2024 (70 stores)

		Number of Stores that Attained or Surpassed the Average
Average Number of Postpay Activations Per Store Per Month	18	(24 of 70 Stores or 34%) (Median – 20)
Average Number of Upgrades Per Store Per Month	24	(24 of 70 Stores or 34%) (Median – 27)
Average Number of Transactions Per Store Per Month (Postpay Activations & Upgrades Combined)	46	(26 of 70 Stores or 37%) (Median – 49)

Gross Revenue, Gross Profit, Gross Margin, Activations and Upgrades

The charts below show certain financial information and activations and upgrades for our franchised Stores during 2024. All of the information in the charts below is provided based on quintiles. These quintiles are ranged based on Gross Profit. The first quintile in each chart reflects the 20% of those Stores that had the highest Gross Profit, while the bottom quintile represents the 20% that had the lowest Gross Profit.

On November 1, 2024 we changed the way we determine gross revenue and gross profit of the Wireless Zone stores in our system. Before November 1, 2024: (i) a portion of the deactivation charges for devices returned more than 14 days after activation, as well as other rebates, charges and costs ("Non-Return Chargebacks") were included in Allowable Costs; (ii) gross revenue did not apply to certain incentives that we distributed to our franchisees and only included 50% of Residuals; (iii) Commissions were based on a price list; (iv) the definition of "One-Time Residuals" applied only to eligible new devices; and (iv) Chargebacks included activation charges for devices returned within 14 days. Chargebacks included costs of deactivation chargebacks, and all other reversals of amounts or other revenue we, our Provider or any third party paid to a Store. Allowable Costs referred to above included costs attributable to the sale of devices, accessories and other items sold at a Store, including fees charged to a Store for such items, Non-Return Chargebacks and Chargebacks. We refer to this as our "Former Calculation"

On November 1, 2024 we changed the way we determine gross revenue and gross profit. These changes included the following: (i) Non-Return Chargebacks are no longer included in Allowable Costs; (ii) Gross Revenue now applies to certain incentives and/or other short-term sales program compensation that we may distribute to you, and includes all Residuals (as opposed to 50%); (iii) Commissions are based on the Commission Schedule we provide from time-to-time; (iv) the definition of "One-Time Residuals" applies only to eligible new devices; and (v) the definition of Chargebacks was expanded to include all costs and other amounts charged back by the Provider. We refer to this as our "Current Calculation". The Current Calculation is reflected in our current Franchise Agreement attached to this Disclosure Document.

Section A below provides information for the 12-month period ended December 31, 2024. Section B provides this same information for each calendar quarter in 2024. Gross Revenue and Gross Profit were calculated in each of these sections using the Former Calculation for the period between January 1, 2024 and October 31, 20024 and the Current Calculation for the period from November 1, 2024 to December 31, 2024. Section C provides information for the two month period ended December 31, 2024 based solely on the Current Calculation.

For each of Sections A-C below, we have provided Average Gross Revenue, Average Gross Profit, Weighted Average Gross Margin Percentage, and Average Net Activations and Upgrades, in addition to other information. These items have been determined as follows:

- **"Average Gross Revenue"** was determined for each quintile by summing the Gross Revenue of all the Stores in the quintile for the time period covered, and dividing the total by the total number of stores in that quintile.

- **"Average Gross Profit"** was determined for each quintile by summing the Gross Profit of all the Stores in the quintile for the time period covered, and dividing the total by the number of Stores in the quintile.

- **"Weighted Average Gross Margin Percentage"** was determined for each quintile by calculating the gross margin for each Store in the quintile for the time period covered and dividing by the sum of the Gross Revenue of all Stores in the quintile.

- **"Average Net Activations and Upgrades"** was determined for each quintile by determining the total Activations and Upgrades during the covered time period for the group of Stores in the quintile, less any terminations of a subscriber contract following the Activation or Upgrade for this group of Stores, and dividing the resulting net amount by the total number of Stores in the quintile.

  Activation and Upgrade information as well as related termination information is provided to us by our Provider and we have used that information in calculating Average Net Activations and Upgrades. For purposes of this calculation, we considered an "Activation" to have occurred when a subscriber activates a new device on a new line of service, whether it is an existing device, trade-in or otherwise. We considered an "Upgrade" to have occurred when an existing subscriber replaced their current mobile device with a new model on an existing line of service.

SECTION A

The financial information in the chart below was calculated based on the results of the 703 franchised Stores that were open and operating for the entire 12-month period ended December 31, 2024. As discussed above, these Stores were split into quintiles and the results below are for each group of Stores in the applicable quintile.

2024 ***The data below contains information from the 703 stores during 2024***										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or above Weighted Average Gross Margin %	Average Net Activations and Upgrades	#/% of Stores at or above Average Net Activations and Upgrades
Quintile 1 / 140	$3,421,496 Avg $ $3,127,671 Median $	53/38%	$7,143,829 to $2,146,354	$1,030,284 Avg $ $926,455 Median $	52/37%	$1,928,827 to $759,667	30% Avg % 30% Median %	75/54 %	2,892 Avg 2,669 Median	56/40%
Quintile 2 / 140	$2,210,924 Avg $ $2,206,646 Median $	69/49%	$2,927,616 to $1,585,018	$657,661 Avg $ $639,967 Median $	62/44%	$759,513 to $580,992	30% Avg % 30% Median %	78/56 %	1,899 Avg 1,873 Median	64/46%
Quintile 3 / 141	$1,741,647 Avg $ $1,725,481 Median $	66/47%	$2,938,110 to $1,235,135	$509,350 Avg $ $503,118 Median $	65/46%	$579,758 to $445,764	29% Avg% 30% Median %	77/55 %	1,484 Avg 1,466 Median	65/46%

2024 *The data below contains information from the 703 stores during 2024*										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or above Weighted Average Gross Margin %	Average Net Activations and Upgrades	#/% of Stores at or above Average Net Activations and Upgrades
Quintile 4 / 141	$1,312,505 Avg $ $1,293,816 Median $	66/47%	$2,053,659 to $940,356	$381,998 Avg $ $378,158 Median $	66/47%	$445,216 to $323,285	29% Avg 29% Median %	70/50 %	1,104 Avg 1,093 Median	67/48%
Quintile 5 / 141	$837,716 Avg $ $857,190 Median $	78/55%	$1,271,960 to $130,557	$243,825 Avg $ $255,247 Median $	85/60%	$323,255 to $36,967	29% Avg % 30% Median %	84/60 %	708 Avg 734 Median	78/55%
Median	***$1,725,481***			***$502,319***			***29%***		***1,459***	

SECTION B

The financial information in the charts below was calculated for each calendar quarter of 2024. We determined those Stores that were open and operating for the entire quarter, separated those Stores into quintiles and provided the results of each group of Stores in the quintile.

1st Quarter Results

There were 715 franchised Stores open and operating in the Wireless Zone franchise system as of the end of the first quarter of 2024. All of these Stores operated for the entire first quarter of 2024. We have excluded from this number five Stores that permanently closed as Wireless Zone stores in the first quarter of 2024. Two of these five Stores closed before operating for 12 months. No new franchised Stores opened in the first quarter of 2024.

1st Quarter 2024 The data below contains information from the 715 stores during 1st Quarter 2024										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or above Weighted Average Gross Margin %	Average Net Activations and Upgrades	#/% of Stores at or above Average Net Activations and Upgrades
Quintile 1 / 143	$724,534 Avg $ $668,646 Median $	53/37%	$1,441,926 to $364,085	$224,332 Avg $ $203,197 Median $	52/36%	$406,946 to $165,964	31% Avg % 31% Median %	71/50%	630 Avg 585 Median	54/38%
Quintile 2 / 143	$470,728 Avg $ $460,398 Median $	59/41%	$714,525 to $346,321	$142,016 Avg $ $140,855 Median $	70/49%	$165,670 to $124,835	30% Avg % 31% Median %	80/56%	413 Avg 408 Median	66/46%
Quintile 3 / 143	$371,864 Avg $ $368,947 Median $	66/46%	$579,100 to $259,742	$108,595 Avg $ $108,222 Median $	70/49%	$124,820 to $94,335	29% Avg % 30% Median %	77/54%	323 Avg 314 Median	61/43%
Quintile 4 / 143	$274,530 Avg $ $276,190 Median $	74/52%	$403,856 to $184,609	$81,535 Avg $ $81,285 Median $	70/49%	$94,132 to $68,895	30% Avg % 30% Median %	75/52%	239 Avg 236 Median	66/46%
Quintile 5 / 143	$177,083 Avg $ $178,409 Median $	75/52%	$297,796 to $22,696	$50,983 Avg $ $53,103 Median $	82/57%	$68,797 to $6,934	29% Avg % 29% Median %	80/56%	155 Avg 152 Median	69/48%
Median	***$368,584***			***$108,222***			***29%***		***314***	

2nd Quarter Results

There were 712 franchised Stores open and operating in the Wireless Zone franchise system as of the end of the second quarter of 2024. 711 of these Stores operated for the entire second quarter of 2024. We have excluded one Store from these numbers that opened in the second quarter as it would not have been open and operating for the entire second quarter We have also excluded five Stores from these numbers that had permanently closed as Wireless Zone stores in the second quarter of 2024. Of the five Stores that permanently closed, three operated for less than 12 months before closing.

2nd Quarter 2024 The data below contains information from the 711 stores during 2nd Quarter 2024										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or Above Weighted Average Gross Margin	Average Net Activations and Upgrades	#/% of Stores at or Above Average Net Activations and Upgrades
Quintile 1 / 142	$744,188 Avg $ $689,953 Median $	57/40%	$1,569,920 to $420,324	$238,951 Avg $ $217,137 Median $	53/37%	$452,017 to $178,367	32% Avg % 32% Median%	68/48%	647 Avg 595 Median	53/37%
Quintile 2 / 142	$474,815 Avg $ $472,535 Median $	69/49%	$650,852 to $343,505	$148,988 Avg $ $148,241 Median $	64/45%	$177,115 to $128,348	31% Avg % 32% Median%	75/53%	413 Avg 408 Median	68/48%
Quintile 3 / 142	$370,515 Avg $ $361,994 Median $	60/42%	$551,365 to $261,990	$112,567 Avg $ $113,532 Median $	72/51%	$128,051 to $97,476	30% Avg % 30% Median%	72/51%	324 Avg 322 Median	68/48%
Quintile 4 / 142	$281,517 Avg $ $277,900 Median $	65/46%	$474,578 to $172,438	$84,306 Avg $ $84,333 Median $	71/50%	$97,469 to $72,293	30% Avg % 30% Median%	79/56%	241 Avg 239 Median	70/49%
Quintile 5 / 143	$183,561 Avg $ $185,882 Median $	75/52%	$425,765 to $43,363	$53,262 Avg $ $57,642 Median $	84/59%	$72,086 to $(22,648)	29% Avg % 30% Median%	84/59%	156 Avg 158 Median	72/50%
Median	***$366,866***			***$113,190***			***31%***		***323***	

3rd Quarter Results

There were 719 franchised Stores open and operating in the Wireless Zone franchise system as of the end of the third quarter of 2024. 709 of these Stores operated for the entire third quarter of 2024. We have excluded 10 Stores that opened in the third quarter as they would not have been open and operating for the entire third quarter. We have also excluded three Stores from these numbers that had permanently closed as Wireless Zone stores during the third quarter of 2024. Of the three Stores that permanently closed, one operated for less than 12 months before closing.

3rd Quarter 2024 ***The data below contains information from the 709 stores during 3rd Quarter 2024***										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores At or Above Weighted Average Gross Margin	Average Net Activations and Upgrades	#/% of Stores At or Above Average Net Activations and Upgrades
Quintile 1 / 142	$841,504 Avg $ $778,277 Median $	54/38%	$1,738,551 to $475,861	$264,608 Avg $ $243,082 Median $	51/36%	$500,851 to $192,824	31% Avg % 32% Median%	73/51%	703 Avg 660 Median	57/40%
Quintile 2 / 142	$529,551 Avg $ $530,342 Median $	74/52%	$700,627 to $373,673	$166,359 Avg $ $165,157 Median $	67/47%	$192,010 to $143,711	31% Avg % 31% Median%	71/50%	449 Avg 447 Median	68/48%
Quintile 3 / 142	$407,469 Avg $ $403,896 Median $	66/46%	$730,509 to $275,728	$125,098 Avg $ $124,030 Median	66/46%	$143,557 to $109,812	31% Avg % 31% Median%	85/60%	341 Avg 337 Median	63/44%
Quintile 4 / 142	$315,506 Avg $ $306,998 Median $	65/46%	$460,327 to $201,366	$94,434 Avg $ $93,703 Median $	67/47%	$109,534 to $79,698	30% Avg % 30% Median%	76/54%	263 Avg 257 Median	64/45%
Quintile 5 / 141	$191,529 Avg $ $200,165 Median $	80/57%	$331,954 to $(423)	$56,280 Avg $ $60,798 Median $	85/60%	$79,491 to $(423)	29% Avg % 30% Median%	89/63%	157 Avg 160 Median	76/54%
Median	***$409,764***			***$124,180***			***30%***		***339***	

4th Quarter Results

There were 746 franchised Stores open and operating in the Wireless Zone franchise system as of the end of the fourth quarter of 2024. 715 of these Stores operated for the entire fourth quarter of 2024. We have excluded from these numbers 31 Stores that opened in the fourth quarter as they would not have been open and operating for the entire fourth quarter. We have also excluded four Stores from these numbers that had permanently closed as Wireless Zone stores during the fourth quarter of 2024. All of the Stores that permanently closed operated for more than 12 months before closing.

4th Quarter 2024 The data below contains information from the 715 stores during 4th Quarter 2024										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores At or Above Weighted Average Gross Margin %	Average Net Activations and Upgrades	#/% of Stores At or Above Average Net Activations and Upgrades
Quintile 1 / 143	$1,129,211 Avg $ $1,021,751 Median $	51/36%	$2,396,256 to $710,002	$314,319 Avg $ $284,378 Median $	47/33%	$598,427 to $233,718	28% Avg % 28% Media%	77/54%	946 Avg 874 Median	49/34%
Quintile 2 / 143	$739,010 Avg $ $723,474 Median $	65/45%	$1,045,181 to $463,822	$202,679 Avg $ $201,527 Median $	68/48%	$233,055 to $175,859	27% Avg % 28% Media%	77/54%	615 Avg 608 Median	69/48%
Quintile 3 / 143	$564,021 Avg $ $560,578 Median $	66/46%	$903,519 to $403,666	$153,369 Avg $ $154,933 Median $	75/52%	$175,827 to $131,327	27% Avg % 28% Median%	76/53%	468 Avg 457 Median	61/43%
Quintile 4 / 143	$410,469 Avg $ $407,050 Median $	66/46%	$545,844 to $294,987	$112,261 Avg $ $112,603 Median $	72/50%	$130,551 to $96,135	27% Avg % 27% Median%	72/50%	341 Avg 337 Median	66/46%
Quintile 5 / 143	$252,284 Avg $ $264,044 Median $	77/54%	$449,747 to $25,181	$67,242 Avg $ $72,641 Median $	85/59%	$96,069 to $7,330	27% Avg % 27% Median%	82/57%	207 Avg 217 Median	82/57%
Median	***$555,796***			***$154,933***			***28%***		***457***	

SECTION C

Between January 1, 2024 and October 31, 2024 we calculated Gross Revenue and Gross Profit based on the Former Calculation, as discussed above. From November 1, 2024 to December 31, 2024 we calculated these same items based on the Current Calculation, as discussed above. The Current Calculation was used when calculating the information below, other than Net Activations and Upgrades. The information for each month below is derived from the results of those franchised Stores open and operating for the entire applicable month. As we did in Section A and B, we separated those Stores into quintiles and provided the results of each group of Stores in the quintile.

November 2024 Results

There were 739 franchised stores open and operating in the Wireless Zone franchise system as of November 30, 2024. 725 of these Stores operated for the entire month. We have excluded from these numbers 14 Stores that opened in November as they would not have been open and operating for the entire month. We also excluded two Stores from these numbers that had permanently closed as Wireless Zone stores during November. All of the Stores that permanently closed operated for more than 12 months before closing.

November 2024 ***The data below contains information from the 725 stores during November 2024***										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or Above Weighted Average Gross Margin	Average Net Activations and Upgrades	#/% of Stores at or Above Average Net Activations and Upgrades
Quintile 1 / 145	$380,386 Avg $ $350,087 Median $	60/41%	$767,176 to $203,849	$105,080 Avg $ $97,387 Median $	52/36%	$204,832 to $77,255	28% Avg % 28% Median%	75/52%	320 Avg 303 Median	55/38%
Quintile 2 / 145	$242,416 Avg $ $241,167 Median $	70/48%	$344,301 to $180,792	$66,502 Avg $ $66,918 Median $	74/51%	$77,191 to $57,594	27% Avg % 28% Median%	77/53%	205 Avg 205 Median	75/52%
Quintile 3 / 145	$184,446 Avg $ $179,970 Median $	66/46%	$296,290 to $122,603	$49,807 Avg $ $49,787 Median $	72/50%	$57,558 to $42,788	27% Avg % 27% Median%	73/50%	155 Avg 153 Median	63/43%
Quintile 4 / 145	$131,758 Avg $ $130,682 Median $	67/46%	$201,457 to $88,689	$36,315 Avg $ $36,423 Median $	75/52%	$42,706 to $29,885	28% Avg % 28% Median%	75/52%	110 Avg 109 Median	68/47%
Quintile 5 / 145	$82,566 Avg $ $83,888 Median $	76/52%	$186,965 to ($717)	$20,636 Avg $ $22,628 Median $	85/59%	$29,868 to $(5,432)	25% Avg % 26% Median%	91/63%	68 Avg 69 Median	79/54%
Median	***$180,496***			***$49,787***			***28%***		***152***	

December 2024 Results

There were 745 franchised Stores open and operating in the Wireless Zone franchise system as of December 31, 2024. 738 of these Stores operated for the entire month. We have excluded from these numbers seven Stores that opened in December as they would not have been open and operating for the entire month. We have also excluded one Store from these numbers as it had permanently closed as a Wireless Zone store during December. All of the Stores that permanently closed operated for more than 12 months before closing.

December 2024 ***The data below contains information from the 738 stores during December 2024***										
Quintile #/Qty of Franchised Stores*	Average Gross Revenue	#/% of Stores At or Above Average Gross Revenue	Gross Revenue Range (Highest to Lowest)	Average Gross Profit	#/% of Stores At or Above Average Gross Profit	Gross Profit Range (Highest to Lowest)	Weighted Average Gross Margin %	#/% of Stores at or Above Weighted Average Gross Margin	Average Net Activations and Upgrades	#/% of Stores at or Above Average Net Activations and Upgrades
Quintile 1 / 148	$414,534 Avg $ $382,351 Median $	55/37%	$819,918 to $187,619	$113,432 Avg $ $102,562 Median $	52/35%	$210,005 to $84,549	27% Avg % 27% Median%	75/51%	356 Avg 327 Median	51/34%
Quintile 2 / 148	$269,016 Avg $ $267,364 Median $	72/49%	$411,947 to $191,854	$71,900 Avg $ $71,228 Median $	68/46%	$84,519 to $62,228	27% Avg % 27% Median%	77/52%	230 Avg 228 Median	71/48%
Quintile 3 / 148	$201,101 Avg $ $194,940 Median $	70/47%	$335,873 to $135,220	$53,602 Avg $ $54,088 Median $	80/54%	$62,104 to $45,081	27% Avg % 27% Median%	82/55%	171 Avg 170 Median	70/47%
Quintile 4 / 147	$144,470 Avg $ $144,159 Median $	72/49%	$197,908 to $95,805	$38,705 Avg $ $38,677 Median $	73/50%	$45,012 to $32,098	27% Avg % 27% Median%	70/48%	120 Avg 117 Median	61/41%
Quintile 5 / 147	$87,683 Avg $ 89,072 Median $	75/51%	$181,674 to $10,071	$21,627 Avg $ $23,315 Median $	83/56%	$32,015 to $(14,198)	25% Avg % 26% Median%	91/62%	73 Avg 75 Median	79/54%
Median	***$194,940***			***$54,185***			***28%***		***168***	

Notes Applicable to Item 19

Some Stores have sold/earned these amounts. Your individual results may differ. There is no assurance that you'll sell/earn as much.

The Stores included in this Item 19 offered substantially the same products and services to consumers as you will.

These financial performance representation figures do not reflect the costs of sales, operating expenses, freight expenses, inventory loss expense, royalties or other costs or expenses that must be deducted from the gross revenue or gross profit figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Wireless Zone® Store. Franchisees or former franchisees listed in this Disclosure Document may be one source of this information.

The data reported in the above tables could vary greatly by geographic region, the length of time the Store has been in business, sales volume, sales mix, your particular Provider, the length of time that Provider has been operating in the area, the terms of our contract with the Provider, the service plan selected by the Store customer, and customer usage. Results also vary from Store to Store. We cannot estimate the results of any particular Store.

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

Other than the preceding financial performance representation, Wireless Zone LLC does not make any financial performance representations of company-owned or franchise 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 Jay Sichting, Chief Operating Officer, 10300 Kincaid Drive, Suite 100, Fishers, IN 46037, telephone number (812) 480-6111, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2022 to 2024

WIRELESS ZONE® OUTLETS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	428	447	+19
	2023	447	720	+273
	2024	720	745	+25
Company Owned	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	428	447	+19
	2023	447	720	+273
	2024	720	745	+25

Table No. 1

Systemwide Outlet Summary
For years 2022 to 2024

TCC COMPANY-OWNED OUTLETS*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company Owned	2022	500	502	+2
	2023	502	495	-7
	2024	495	515	+20

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Total Outlets	2022	500	502	+2
	2023	502	495	-7
	2024	495	515	+20

* One of our parent companies, Round Room, LLC, has a subsidiary, TCC, that owns and operates retail stores under the service mark "TCC," which offer goods and services of a type substantially similar to the goods and services to be offered by you as our franchisee under our trademark Wireless Zone®. Information about company owned TCC outlets is included in this separate Table 1 and in separate Tables 4 and 5 of this Item 20.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

WIRELESS ZONE® OUTLETS

State	Year	Number of Transfers[1]
Connecticut	2022	4
	2023	0
	2024	0
Delaware	2022	0
	2023	2
	2024	0
Florida	2022	2
	2023	1
	2024	2
Indiana	2022	6
	2023	0
	2024	4
Maryland	2022	0
	2023	1
	2024	1
Massachusetts	2022	1
	2023	3
	2024	0
Michigan	2022	0
	2023	0
	2024	1

State	Year	Number of Transfers[1]
Minnesota	2022	4
	2023	5
	2024	10
Mississippi	2022	0
	2023	0
	2024	1
New Hampshire	2022	1
	2023	1
	2024	3
New Jersey	2022	4
	2023	0
	2024	5
New York	2022	0
	2023	3
	2024	11
Ohio	2022	13
	2023	0
	2024	0
Pennsylvania	2022	15
	2023	1
	2024	5
Tennessee	2022	0
	2023	0
	2024	2
Texas	2022	0
	2023	1
	2024	11
Virginia	2022	9
	2023	1
	2024	19
West Virginia	2022	2
	2023	0
	2024	2
Wisconsin	2022	0
	2023	0
	2024	0
Total	2022	61
	2023	19
	2024	77

Notes:

(1) States not listed had no activity to report.

Table No. 3

Status of Franchised Outlets
For years 2022 to 2024

WIRELESS ZONE® OUTLETS

State[1]	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AZ	2022	0	0	0	0	0	0	0
	2023	0	5	0	0	0	0	5
	2024	5	0	0	0	0	0	5
CA	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
CO	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
CT	2022	33	1	0	0	0	0	34
	2023	34	0	0	0	0	0	34
	2024	34	1	0	0	0	0	35
DC	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
DE	2022	8	0	0	0	0	0	8
	2023	8	2	0	0	0	0	10
	2024	10	0	0	0	0	0	10
FL	2022	18	9	1	0	0	0	26
	2023	26	21	2	0	0	0	45
	2024	45	2	1	0	0	0	46
GA	2022	0	8	0	0	0	0	8
	2023	8	1	1	0	0	0	8
	2024	8	1	0	0	0	0	9
IA	2022	1	0	1	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2

State[1]	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
IL	2022	2	8	0	0	0	0	10
	2023	10	13	0	0	0	0	23
	2024	23	0	0	0	0	0	23
IN	2022	13	0	2	0	0	0	11
	2023	11	8	0	0	0	0	19
	2024	19	0	6	0	0	0	13
KS	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
KY	2022	2	2	1	0	0	0	3
	2023	3	3	0	0	0	0	6
	2024	6	0	0	0	0	0	6
MA	2022	32	0	0	0	0	0	32
	2023	32	1	0	0	0	0	33
	2024	33	2	2	0	0	0	33
MD	2022	4	0	0	0	0	0	4
	2023	4	13	0	0	0	0	17
	2024	17	1	0	0	0	0	18
ME	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
MI	2022	33	0	0	0	0	0	33
	2023	33	20	0	0	0	0	53
	2024	53	2	0	0	0	0	55
MN	2022	15	0	0	0	0	0	15
	2023	15	14	0	0	0	0	29
	2024	29	2	0	0	0	0	31
MO	2022	0	0	0	0	0	0	0
	2023	0	7	0	0	0	0	7
	2024	7	0	0	0	0	0	7

State[1]	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MS	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
	2024	3	0	3	0	0	0	0
NH	2022	22	0	1	0	0	0	21
	2023	21	0	0	0	0	0	21
	2024	21	1	1	0	0	0	21
NJ	2022	27	0	0	0	0	0	27
	2023	27	26	0	0	0	0	53
	2024	53	6	0	0	0	0	59
NV	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NY	2022	36	0	1	0	0	0	35
	2023	35	43	0	0	0	0	78
	2024	78	18	0	0	0	0	96
OH	2022	29	0	2	0	0	0	27
	2023	27	41	5	0	0	0	63
	2024	63	1	0	0	0	0	64
PA	2022	59	0	1	0	0	0	58
	2023	58	40	1	0	0	0	97
	2024	97	4	3	0	0	0	98
RI	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
TN	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2

State[1]	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
TX	2022	9	0	0	0	0	0	9
	2023	9	10	0	0	0	0	19
	2024	19	0	0	0	0	0	19
VA	2022	51	1	0	0	0	0	52
	2023	52	3	0	0	0	0	55
	2024	55	0	1	0	0	0	54
VT	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
WV	2022	6	0	1	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
WI	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Totals	2022	428	29	11	0	0	0	446
	2023	446	283	9	0	0	0	720
	2024	720	42	17	0	0	0	745

Notes:

(1) States not listed had no activity to report.

Table No. 4

Status of Company-Owned Outlets
For years 2022 to 2024

WIRELESS ZONE® OUTLETS

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets
For years 2022 to 2024

TCC OUTLETS*

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Dealers	Outlets Closed	Outlets Sold to Dealers/	Outlets at End of the Year
Alabama	2022	16	0	0	1	0	15
	2023	15	0	0	0	0	15
	2024	15	1	0	0	0	16
Arizona	2022	20	1	0	1	0	20
	2023	20	0	0	0	0	20
	2024	20	0	0	1	0	19
Arkansas	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Connecticut	2022	13	0	0	0	0	13
	2023	13	0	0	0	0	13
	2024	13	0	0	0	0	13
Delaware	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Dealers	Outlets Closed	Outlets Sold to Dealers/	Outlets at End of the Year
Florida	2022	23	1	0	0	0	24
	2023	24	0	0	0	0	24
	2024	24	0	0	0	0	24
Georgia	2022	21	0	0	1	0	20
	2023	20	0	0	0	0	20
	2024	20	0	0	0	0	20
Idaho	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
Illinois	2022	45	1	0	2	1	43
	2023	43	1	0	0	0	44
	2024	44	1	0	1	0	44
Indiana	2022	69	0	0	1	0	68
	2023	68	0	0	0	0	68
	2024	68	3	3	0	0	74
Iowa	2022	9	1	3	0	0	13
	2023	13	0	0	0	0	13
	2024	13	4	0	2	0	15
Kansas	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
Kentucky	2022	5	0	0	0	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
Louisiana	2022	6	0	0	0	0	6
	2023	6	0	0	1	0	5
	2024	5	1	0	0	0	6
Maryland	2022	14	0	0	0	0	14
	2023	14	0	0	0	0	14
	2024	14	1	0	0	0	15
Massachusetts	2022	10	0	0	0	0	10
	2023	10	0	0	0	0	10
	2024	10	1	0	0	0	11
Michigan	2022	14	0	0	0	0	14
	2023	14	0	0	0	1	13
	2024	13	0	0	0	0	13
Minnesota	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
	2024	8	1	0	0	0	9

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Dealers	Outlets Closed	Outlets Sold to Dealers/	Outlets at End of the Year
Mississippi	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
Missouri	2022	19	0	0	0	0	19
	2023	19	0	0	1	0	18
	2024	18	4	0	1	0	21
Nebraska	2022	0	0	4	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
New Jersey	2022	20	0	0	1	0	19
	2023	19	0	0	0	2	17
	2024	17	0	0	0	0	17
New Mexico	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
New York	2022	22	0	0	0	0	22
	2023	22	0	0	0	0	22
	2024	22	1	0	0	0	23
North Carolina	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	3	0	0	3
Ohio	2022	23	0	0	0	0	23
	2023	23	0	0	0	1	22
	2024	22	1	0	0	0	23
Oregon	2022	21	0	0	0	0	21
	2023	21	0	0	0	0	21
	2024	21	0	0	0	0	21
Pennsylvania	2022	53	0	0	0	0	53
	2023	53	1	0	1	2	51
	2024	51	1	0	1	1	50
Rhode Island	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Dealers	Outlets Closed	Outlets Sold to Dealers/	Outlets at End of the Year
South Carolina	2022	14	0	0	0	0	14
	2023	14	0	0	0	0	14
	2024	14	0	0	0	0	14
Texas	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Vermont	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Virginia	2022	6	0	0	0	0	6
	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
Washington	2022	15	0	0	0	0	15
	2023	15	0	0	0	0	15
	2024	15	0	0	0	0	15
West Virginia	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Wisconsin	2022	4	0	0	0	1	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Totals	2022	500	4	7	7	2	502
	2023	502	2	0	3	6	495
	2024	495	21	6	6	1	515

* One of our parent companies, Round Room, LLC, has a subsidiary that owns and operates retail stores operating under the service mark "TCC," which offer goods and services of a type substantially similar to the goods and services to be offered by you as our franchisee under our trademark Wireless Zone®. States not listed had no activity to report.

States not listed in the chart above had no activity.

Table No. 5

Projected Openings As Of December 31, 2024

WIRELESS ZONE® OUTLETS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year[1]	Projected New Company-Owned Outlets In The Next Fiscal Year
Arizona	0	0-2	0
Connecticut	0	0-1	0
Florida	5	13-15	0
Illinois	0	0-1	0
Iowa	0	0-1	0
Massachusetts	4	6-8	0
Maryland	1	4-6	0
Maine	1	0-1	0
Michigan	1	0-1	0
Missouri	0	0-2	0
Nevada	0	0-1	0
New Hampshire	1	0-1	0
New Jersey	6	9-11	0
Nevada	1	1-5	0
New York	7	11-13	0
Ohio	2	1-3	0
Pennsylvania	1	3-5	0
Rhode Island	1	0-1	0
Texas	2	0-2	0
Virginia	1	0-1	0
West Virginia	0	0-2	0
Total	34	48-83	0

(1) These are the franchised outlets we presently expect to open in 2025. We continue to look for franchisees throughout the United States. In total, we expect to open between 48 and 83 new franchised outlets in 2025.

Table No. 5

Projected Openings As Of December 31, 2024

TCC COMPANY-OWNED OUTLETS[1]

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
Each Individual State	0	0	20-30
Total	0	0	20-30[2]

(1) One of our parent companies, Round Room, LLC, has a subsidiary, TCC, that owns and operates retail stores operating under the service mark "TCC," that offers goods and services of a type substantially similar to the goods and services to be offered by you as our franchisee under our trademark Wireless Zone®.

(2) TCC continues to look for sites for company-owned outlets in a number of states. In total, it expects to open between 20 and 30 new company-owned outlets in 2025.

A list of all operating franchised Wireless Zone® Stores as of December 31, 2024 is attached as Exhibit G. A list of the franchisees who have signed Franchise Agreements for Wireless Zone® Stores which were not yet operational as of December 31, 2024 is included in Exhibit G.

Below is a list containing the name, city and state, and business telephone number (or if unknown, the last known home telephone number) of every Wireless Zone® franchisee who has had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the 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.

TERMINATED, CANCELLED, NOT RENEWED, TRANSFERRED OR LEFT THE SYSTEM 2024

Franchisee Name	City	State	Phone
Florida			
MTech Wireless 1, LLC	Nocatee	FL	(904) 903-0615
MTech Wireless 1, LLC	Ponte Verda Beach	FL	(904) 903-0615
Wireless Solutionz, LLC	Williston	FL	(607) 259-9015

Franchisee Name	City	State	Phone
Indiana			
NextGen Wireless, LLC	Elwood	IN	(217) 821-5691
RXP Ohio LLC	Fishers	IN	(614) 937-2844
Smartlinks, Inc.	Fort Wayne	IN	(616) 901-8100
RXP Ohio LLC	Indianapolis	IN	(614) 937-2844
RXP Ohio LLC	Indianapolis	IN	(614) 937-2844
RXP Ohio LLC	New Albany	IN	(614) 937-2844
NextGen Wireless, LLC	New Castle	IN	(217) 821-5691
RXP Ohio LLC	Noblesville	IN	(614) 937-2844
RXP Ohio LLC	Pendelton	IN	(614) 937-2844
NextGen Wireless, LLC	Westfield	IN	(217) 821-5691
Maryland			
ComServe, Corporation	Easton	MD	(757) 810-5513
Massachusetts			
Simply Wireless LLC	Lunenburg	MA	(617) 416-9976
Valley Wireless, LLC	Northampton	MA	(413) 207-4226
Michigan			
PK Roy & Associates LLC	Grand Rapids	MI	(616) 940-4037
Minnesota			
RXP Ohio, LLC	Belle Plaine	MN	(614) 937-2844
RXP Ohio, LLC	Eden Prairie	MN	(614) 937-2844
RXP Ohio, LLC	Inver Grove Heights	MN	(614) 937-2844
RXP Ohio, LLC	Paynesville	MN	(614) 937-2844
RXP Ohio, LLC	Plymouth	MN	(614) 937-2844
RXP Ohio, LLC	Princeton	MN	(614) 937-2844
RXP Ohio, LLC	Saint Francis	MN	(614) 937-2844
RXP Ohio, LLC	Virginia	MN	(614) 937-2844
RXP Ohio, LLC	Winona	MN	(614) 937-2844

Franchisee Name	City	State	Phone
SJ Wireless	Zumbrota	MN	(507) 272-3707
Mississippi			
Blue Wireless, LLC	Hernando	MS	(901) 219-9199
New Hampshire			
Bobevan Communications LLC	Hooksett	NH	(603) 382-0838
Bobevan Communications LLC	Hooksett	NH	(603) 382-0838
Bobevan Communications LLC	Plaistow	NH	(603) 382-0838
Simply Wireless LLC	Salem	NH	(617) 416-9976
New Jersey			
Tower Ventures, LLC	Brielle	NJ	(732) 528-6300
Company Twenty Two LLC	Clifton	NJ	(973) 835-2222
Company Twenty Two LLC	Mahwah	NJ	(973) 835-2222
Company Twenty Two LLC	Newton	NJ	(973) 835-2222
Company Twenty Two LLC	Pompton Plains	NJ	(973) 835-2222
New York			
Wolmering Wireless, Inc.	Brockport	NY	(585) 421-3896
VEACELL, Inc.	Brooklyn	NY	(973) 835-2222
VEACELL, Inc.	Brooklyn	NY	(973) 835-2222
786 Wireless NY Corp.	Center Moriches	NY	(631) 487-2075
Flushing Cellular LLC	Flushing	NY	(646) 781-8888
AMM Wireless Inc.	Mineola	NY	(917) 715-6591
Corridor Ventures New York	Pearl River	NY	(804) 472-2576
JCS Wireless Inc.	Pearl River	NY	(973) 835-2222
Wolmering Wireless Inc.	Penfield	NY	(585-421-3896
Velocity Unwired Inc.	Sayville	NY	(631) 885-2245
Wireless King LLC	Wappingers Falls	NY	(845) 774-3100
North Carolina			
Cellular Communications of NC, Inc.	Creedmoor	NC	(919) 426-1401

Franchisee Name	City	State	Phone
Cellular Communications of NC, Inc.	Louisburg	NC	(919) 426-1401
Cellular Communications of NC, Inc.	Nashville	NC	(919) 426-1401
Pennsylvania			
OM Ganesh One, Inc.	Connellsville	PA	(717) 654-1797
ComServe, Corporation	Hollidaysburg	PA	(757) 810-5513
ComServe, Corporation	Huntingdon	PA	(757) 810-5513
ComServe, Corporation	Philipsburg	PA	(757) 810-5513
All Things Wireless, LLC	Pittsburgh	PA	(814) 860-0486
ComServe, Corporation	Roaring Spring	PA	(757) 810-5513
Central Office Products, Inc.	Tarentum	PA	(724) 337-1511
ComServe, Corporation	Tyrone	PA	(757) 810-5513
Tennessee			
Blue Wireless LLC	Bartlett	TN	(901) 219-9199
Blue Wireless LLC	Memphis	TN	(901) 219-9199
Texas			
Allen Wireless LLC	Allen	TX	(516) 728-7679
SRIG of Texas LLC	Allen	TX	(973) 835-2222
SRIG of Texas LLC	Burleson	TX	(973) 835-2222
Express Store of Texas, LLC	Carrollton	TX	(973) 489-6765
Stout Management Group, LLC	Decatur	TX	(973) 835-2222
SRIG of Texas, LLC	Fort Worth	TX	(973) 835-2222
Frisco Wireless LLC	Frisco	TX	(516) 728-7679
SRIG of Texas, LLC	Frisco	TX	(973) 835-2222
Lancaster Wireless LLC	Lancaster	TX	(516) 728-7679
SRIG of Texas LLC	Lancaster	TX	(973) 835-2222
Sachse Wireless LLC	Sachse	TX	(516) 728-7679

Franchisee Name	City	State	Phone
Virginia			
ComServe, Corporation	Alexandria	VA	(757) 810-5513
SK Wireless Corporation	Alexandria	VA	(301) 762-1548
ComServe, Corporation	Blackstone	VA	(757) 810-5513
ComServe, Corporation	Charlottsville	VA	(757) 810-5513
Hershel G. Martin	Chesapeake	VA	(804) 472-2576
ComServe, Corporation	Glouster	VA	(757) 810-5513
ComServe, Corporation	Hayes	VA	(757) 810-5513
ComServe, Corporation	Hopewell	VA	(757) 810-5513
ComServe, Corporation	Kilmarnock	VA	(757) 810-5513
ComServe, Corporation	Newport News	VA	(757) 810-5513
ComServe, Corporation	Norfolk	VA	(757) 810-5513
ComServe, Corporation	Poquoson	VA	(757) 810-5513
ComServe, Corporation	Richmond	VA	(757) 810-5513
ComServe, Corporation	Richmond	VA	(757) 810-5513
ComServe, Corporation	Smithfield	VA	(757) 810-5513
ComServe, Corporation	South Riding	VA	(757) 810-5513
ComServe, Corporation	West Point	VA	(757) 810-5513
ComServe, Corporation	Williamsburg	VA	(757) 810-5513
ComServe, Corporation	Yorktown	VA	(757) 810-5513
ComServe, Corporation	Yorktown	VA	(757) 810-5513
West Virginia			
ComServe, Corporation	Charleston	WV	(757) 810-5513
ComServe, Corporation	Williamson	WV	(757) 810-5513

*Franchisee transferred their Store. Franchisee may still be in the Wireless Zone® System.

Some of our current and/or former franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Wireless Zone® System.

You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

There are no franchisee associations required to be listed in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit H are the audited financial statements of WZ LLC for the years ended December 31, 2024, December 31, 2023, and December 31, 2022.

Item 22

CONTRACTS

Exhibit B – Franchise Agreement
Exhibit C – Agreement and Conditional Consent to Transfer
Exhibit D – Ascentium Capital LLC Equipment Finance Agreements
Exhibit E – Addendum Re: Data Protection and Security
Exhibit J – Franchisee Disclosure Questionnaire

Item 23

RECEIPTS

The last page of this Disclosure Document is a detachable receipt in duplicate for this Disclosure Document (and certain other documents) to be signed by you as a prospective franchisee.

Exhibit A

State Administrators and Agents for Service of Process

Exhibit A

State Administrators and Agents for Service of Process

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. Where we are registered to sell franchises, we have appointed the state agency, or as noted below, a state officer, as our agent to receive service of process in the state. We may not yet be registered to sell franchises in any or all of these states.

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 (866) 275-2677 Ask.DFPI@dfpi.ca.gov (email)	Commissioner of Financial Protection and Innovation California Dept. of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	Office of the Attorney General 500 South Second Street Springfield, IL 62706
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Rm E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	State of Michigan Office of the Attorney General ~~Consumer Protection~~Corporate Oversight Division ATTN: Franchise Section 525 West Ottawa Street G. Mennen Williams Building, ~~1st~~5th Floor Lansing, MI 48909 (517) 373-7117	State of Michigan Office of the Attorney General ~~Consumer Protection~~Corporate Oversight Division ATTN: Franchise Section 525 West Ottawa Street G. Mennen Williams Building, ~~1st~~5th Floor Lansing, MI 48909

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MINNESOTA	Minnesota Department of Commerce Securities – Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1638	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8285	New York Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (212) 416-8236
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue State Capitol – Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota ~~Securities~~Insurance Commissioner 600 East Boulevard Avenue State Capitol – Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities State of Oregon 350 Winter St. NE, Rm. 410 Salem, OR 97301-3881 (503) 378-4140	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310
RHODE ISLAND	Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Center Building 68-2 Cranston, RI 02920 (401) 462-9527	Director of Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Center Building 68-2 Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of South Dakota Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, Ninth Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8700
WISCONSIN	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way North Tower Madison, WI 53705

<u>Exhibit B</u>

Franchise Agreement

WIRELESS ZONE LLC

FRANCHISE AGREEMENT

Wireless Zone LLC

10300 Kincaid Drive, Suite 100
Fishers, IN 46037

and

[FRANCHISEE]

[Entity Street Address]
[Entity City, State, Zip]

WZ#[XXXX]

Effective Date: [_____________________]

WIRELESS ZONE LLC

FRANCHISE AGREEMENT

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EXHIBITS TO THE FRANCHISE AGREEMENT

WIRELESS ZONE LLC

FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** (the "Agreement"), dated as of the Effective Date, is entered into between Wireless Zone LLC, a Connecticut limited liability company ("WZ LLC") and [ENTITY OR INDIVIDUAL NAME] ("You", "Your" or "Franchisee"). Natural persons having an ownership interest in You are called an "Owner" and collectively "Owners." WZ LLC strongly encourages You to read this Agreement carefully and with the assistance of a professional advisor familiar with franchising and franchise agreements. The "Effective Date" is defined in Section 5.01.

1. THE FRANCHISE

1.01. Grant. Subject to all terms and conditions of this Agreement, WZ LLC grants to You a Wireless Zone® franchise located at [STORE LOCATION] (the "Location") and identified as WZ-[XXX] (the "Franchise") during the Term. You may be entitled to renew the Franchise in accordance with the conditions set forth in Section 5.02.

1.02. Franchise Fee. You agree to pay to WZ LLC an initial franchise fee of [twenty-five thousand / one thousand dollars ($[25,000.00 / 1,000.00]). If You are signing this Agreement as part of the renewal of a franchise already in operation, You must pay a renewal franchise fee of one thousand dollars ($1,000). The initial franchise fee is due no later than the date on which You sign this Agreement. The franchise fee is fully earned upon You signing this Agreement, as You obtain immediate access to WZ LLC's Confidential Information, Trade Secrets (each as defined below), the trademarks, and the System. Unless WZ LLC otherwise agrees Your initial franchise fee will not be refunded or excused for any reason, except as described in Section 4.01.

1.03. Initial Inventory. You agree to purchase from WZ LLC, or an approved supplier of WZ LLC, prior to the initial opening of the Franchise, the amount of inventory required by WZ LLC, which will be subject to WZ LLC's first priority security interest under Section 10.14. This provision is not applicable if You are signing this Agreement as part of the renewal of a franchise. If You are signing this Agreement as part of the acquisition of an existing franchise, this provision will be superseded by the initial inventory requirement set forth in the Transfer and Consent Agreement entered into by and among WZ LLC, You and the transferring franchisee. All amounts owed for inventory will be paid by You to WZ LLC in advance of delivery, unless WZ LLC agrees otherwise.

1.04. Guaranty. Each of Your Owners must sign a Guaranty of Performance in the form attached hereto as Exhibit 2. You must ensure that any general manager who will operate the Franchise on Your behalf signs an agreement restricting disclosure of Confidential Information, competition and providing for the assignment of new developments to the same extent as set forth in this Agreement.

1.05. Protected Territory. Provided that You are not in default of this Agreement or in violation of the Operations Manual or any other applicable policy, program, obligation or agreement, then during the Term (as defined in Section 5.01), WZ LLC will not grant a franchise for the right to operate a Wireless Zone® retail store that is physically located within the Protected Territory, which is defined as the area within a two (2) mile radius of the Location; provided, however, that (i) if the Location is in a city or metropolitan area with a population of three hundred fifty thousand (350,000) or more persons according to the most recent U.S. Census information as of the Effective Date, the Protected Territory will be reduced to a one (1) mile radius of the Location, and (ii) in all cases, the Protected Territory excludes any exhibition, convention and conference halls and centers, airports, and enclosed shopping malls (provided that the

Protected Territory is not an enclosed shopping mall) that are otherwise encompassed within such geographic area at any time.

A. Limits of Territory Protection. You acknowledge that the prohibition set forth in Section 1.05 above does not prohibit WZ LLC from granting a Wireless Zone® franchise for a location outside the Protected Territory, and it does not prevent WZ LLC or its affiliates from operating similar business within the Protected Territory under other names, or from granting franchises or licenses for such other businesses, even if such businesses would compete with the Wireless Zone® business You operate. Further, WZ LLC's Provider and the Provider's subsidiaries, affiliates, agents, and subagents, including agents and subagents that are affiliates of WZ LLC, may operate within the Protected Territory in competition with the Franchise.

1.06. Relocation. You may not change the Location of the Franchise without the prior written approval of WZ LLC. Such approval, which will not be unreasonably withheld, is contingent on You meeting the following conditions: (i) demonstration of a valid business justification for moving the Franchise; (ii) approval of WZ LLC's Provider, which may be granted or denied by the Provider for any reason; (iii) compliance with all of Your obligations under this Agreement, the Operations Manual and any other applicable policy, program, obligation or agreement; (iv) the proposed location must not be inside the Protected Territory of any other Wireless Zone® franchisee; (v) evidence of a valid lease for at least the remaining Term; and (vi) signing by You of a general release in favor of WZ LLC. If You are approved to change the Location of the Franchise, WZ LLC will provide You with an amendment to this Agreement reflecting Your compliance with this Section 1.06.

2. SYSTEM LICENSE AND GRANT OF RIGHT

2.01. Wireless Zone System. WZ LLC is the franchisor of the Wireless Zone® franchise system, under which independent owner/operators may purchase the right to operate a Wireless Zone® retail outlet (the "Store" or "Business") and, through the Store, engage in the retail sale of wireless and wireline communications systems, devices and services, entertainment and security products and services, and the repair, replacement and installation of the same, as authorized and approved by WZ LLC through the Operations Manual and various programs, policies, supply and vendor agreements and other agreements promulgated from time-to-time by WZ LLC, and utilizing WZ LLC's proprietary and confidential trade dress, design, image, know-how, protocol, services and products, prototypes, trade secrets, market analysis, sales and merchandising methods, training of franchisees and business personnel, advertising and marketing techniques, record keeping and business management (the "System"). Franchisees in the System are also granted a license to use WZ LLC's proprietary information, proprietary trade names, service marks, trademarks, logotypes, and designs (the "Trademarks"). WZ LLC reserves the right to change any and all aspects of the System and the Trademarks at any time in the exercise of its sole discretion.

A. Modification of System. You acknowledge and agree that WZ LLC retains the right to modify any and all aspects of the System and/or the Trademarks, as well as the products, items and services delivered under this Agreement, and to modify the standards, specifications and other requirements contained in the Operations Manual, the Provider Compliance Agreement (as defined in Section 2.04A) and any and all other programs, policies and agreements promulgated from time-to-time by WZ LLC. You further acknowledge and agree that You must comply with any such changes at Your sole expense. Nothing in this Agreement limits the frequency or cost of future changes to the System that WZ LLC may require.

B. System Additions. If You conceive or develop any improvements or additions to the System, new trade names, trade and service marks or other commercial symbols related to the Store, new products or services that might be offered in the Store, or any advertising or promotion ideas related to the Store (collectively, "Innovations"), You will fully disclose the Innovation(s) to WZ LLC, without disclosure of the Innovation(s) to others, and obtain WZ LLC's written approval prior to the use of such

Innovations. Any such Innovation WZ LLC approves may be used by WZ LLC and its affiliates and all other franchisees of WZ LLC and its affiliates without any obligation to You for royalties or other compensation. You hereby assign to WZ LLC, without charge, all rights, including the right to grant sublicenses to any such Innovation, together with the goodwill associated with the same. WZ LLC may, at its discretion, make application for and own copyrights, trade names, trademarks and service marks relating to any such Innovation. WZ LLC may consider such Innovations as its property and trade secret. In exchange WZ LLC will, however, authorize You to utilize any Innovation authorized generally for use by other Wireless Zone® franchisees.

C. Other Systems. WZ LLC expressly reserves for itself and for its affiliates the right to develop, operate and franchise similar or dissimilar systems, for the same, similar, or different products, goods and/or services, under trademarks, service marks and commercial symbols other than the Trademarks, without offering them to You.

2.02. System Rights. As of the Effective Date, WZ LLC grants You a limited license to use the System and the Trademarks (as defined in Section 2.01) to operate the Franchise at, and only at, the Location during the Term. The license gives You the right, through the Franchise and only through the Franchise, to sell, install, repair and service wireless and wireline devices, and to offer such other products and services, as prescribed and approved from time-to-time by WZ LLC and subject to the terms and conditions of this Agreement, the Operations Manual, the applicable Provider Compliance Agreement(s), and any and all other programs, policies, supply and vendor agreements and other agreements promulgated from time-to-time by WZ LLC. The license excludes any right to conduct business on the World Wide Web or the Internet, or to act as a Wireless Zone® franchisee anywhere except at the Location. If WZ LLC develops an e-commerce program and in its sole discretion, authorizes You to participate in the same, as such program may be established and modified by WZ LLC from time-to-time, WZ LLC will extend the license to permit participation in such authorized e-commerce program. You acknowledge and agree that the license granted by this Agreement is limited and that upon the termination of this Agreement, for any reason, or upon the expiration of the Term, the license granted to You will immediately terminate and You will cease to have any right to use the System or the Trademarks or to operate the Franchise.

A. Other Channels of Distribution. WZ LLC, in the exercise of its sole discretion, retains the right, directly or through intermediaries or affiliates (including, but not limited to, sub-agents and licensees), to distribute, sell or license the distribution of any products, under or in connection with the System or the Trademarks or any other trademarks, service marks, logos, and commercial symbols owned or licensed by WZ LLC, to any purchaser wherever located via alternative distribution channels including, but not limited to, wholesale, mail order or catalog business, online computer sales via the Internet, "e-commerce" or other computer sales methods, specialty sales, or via outbound telemarketing, toll free telephone numbers for delivery, other electronic means, or at or through department stores, big box stores, grocery stores, supermarkets, theme parks, airports, stadiums, arenas, and similar outlets, or by any other means other than from a Wireless Zone® store established in a traditional location under the System using the Trademarks or any other trademarks. You are authorized to use the System and the Trademarks only to engage in retail sales to the general public and small businesses and only through Your Store and You will have no right to sell products through any alternative distribution channel. You have no right to share, and You should not expect to share, in any of the proceeds WZ LLC or its intermediaries or affiliates (including, but not limited to, sub-agents and licensees) or any other person receives in connection with any other channel of distribution except as specifically authorized by WZ LLC.

2.03. Brand Protection. You agree and acknowledge that the Wireless Zone® brand, the System and the Trademarks are valuable assets and that WZ LLC generates substantial goodwill from the brand, the System, and the Trademarks. You further agree and acknowledge that it is a material breach of this Agreement that causes irreparable harm to WZ LLC and creates good cause for the immediate termination of this Agreement if You, Your owners, directors, members, agents, general managers, affiliates, subsidiaries, and heirs engage in any conduct which: (i) reflects materially and unfavorably on the System or the Trademarks, including by causing damage to or impairing the use of the Wireless Zone® brand, the System or the Trademarks; (ii) interferes with or damages WZ LLC's relationship with its Provider, suppliers or vendors; (iii) harms or reflects materially and unfavorably on WZ LLC's reputation or the reputation and public perception of the Wireless Zone® brand, the System or the Trademarks; (iv) breaches any of WZ LLC's obligations to its Provider, suppliers, vendors; or (v) is a breach of any applicable federal, state or municipal law.

2.04. Providers. WZ LLC may enter into one or more contracts with one or more qualified wireline or wireless communications service providers or manufacturers that provide devices, products, goods and services for sale at Wireless Zone® stores (each a "Provider"), under the terms of which WZ LLC may be licensed or authorized to act as an agent for such Provider. WZ LLC may also be authorized to designate its franchise locations, including the Franchise, as a sub-agent location of the Provider.

A. Provider Compliance Agreements. If WZ LLC is authorized to designate the Franchise as a sub-agent location for any Provider, You agree to enter into one or more Provider Compliance Agreements, substantially in the form attached as Exhibit 5, that allows You to act as a sub-agent of the Provider(s) and that establishes Your obligations to WZ LLC as a sub-agent of the Provider. You agree and acknowledge that the terms and conditions of the Provider Compliance Agreement(s) may change from time-to-time and that You may be required to sign revised or amended Provider Compliance Agreement(s). You further agree and acknowledge that WZ LLC has the right, in its sole discretion, to contract with more than one Provider and/or to change Providers at any time.

B. Maintenance of Eligibility. You agree and acknowledge that it is a material obligation under this Agreement that You remain eligible for designation as a sub-agent of WZ LLC's Provider and that any conduct which renders You ineligible to act as a sub-agent of WZ LLC's Provider, including a breach of the terms of the Provider Compliance Agreement(s) and a failure to abide by and comply with the terms of applicable policies, programs, agreements and laws governing the conduct of WZ LLC as agent or You as sub-agent, is a breach of this Agreement that causes irreparable harm to the System and the Trademarks and that further creates good cause for the immediate termination of this Agreement.

3. TRADEMARKS

3.01. Trademark License. WZ LLC grants to You a limited, non-exclusive, revocable, and non-transferrable license to use and display the Trademarks, subject to WZ LLC's control and direction. You acknowledge that the Trademarks are valid, and that valuable goodwill belonging solely to WZ LLC is attached to the Trademarks. You also acknowledge that WZ LLC has licensed and will in the future license the Trademarks to other franchisees, sub-agents and to WZ LLC's affiliates. You agree that You will never directly or indirectly contest the validity or ownership of the Trademarks and that You will only use the Trademarks in a fashion expressly authorized in writing by WZ LLC. You agree that You will never directly or indirectly, at any time during or after the Term, sell, give, provide to, or otherwise assist any third party who is not a franchisee of WZ LLC to obtain any advertising, signs, posters, point of sale materials, promotional materials, or other materials containing the Trademarks, including the trade dress. You agree that You will not create any Website, social media site or register a domain name (whether containing the Trademarks or not) without WZ LLC's prior written consent, which WZ LLC is under no obligation to provide. If WZ LLC grants such consent, You must conform Your Website and social media sites to WZ LLC's Website and social media site guidelines, as set out in the Operations Manual. Following the termination of this Agreement, or the expiration of the Term, You will immediately discontinue the use of the Trademarks, any previously approved Websites, social media sites and/or domain name, e-mail address or URL incorporating the Trademarks which You will assign to WZ LLC or otherwise, as directed.

You expressly appoint WZ LLC as Your attorney-in-fact to discontinue Your use of the foregoing or to effectuate an assignment of same to WZ LLC or its designee. You hereby ratify and approve all acts of WZ LLC as Your attorney-in-fact. This power, being coupled with an interest, is irrevocable during the Term and following the termination of this Agreement or the expiration of the Term.

3.02. Provider's Trademark Sub-License. WZ LLC grants to You a limited, non-exclusive, revocable, and non-transferrable sub-license to use and display the Provider' trademarks, subject to (i) the terms of this Agreement applicable to the Trademarks, (ii) WZ LLC's control and direction, and (iii) the terms of the Provider Compliance Agreement, and in accordance with any other terms or conditions on use established by the Provider. You acknowledge and agree that valuable goodwill belonging solely to the Provider to the Provider' trademarks and that WZ LLC has sub-licensed and will in the future sub-license the Provider' trademarks to other franchisees, sub-agents and to WZ LLC's affiliates. Following the expiration, or earlier termination, of this Agreement, You will immediately discontinue the use of the Provider' Trademarks.

3.03. Use of the Trademarks. You will conduct Your Business under the name and mark "Wireless Zone" or any other name or mark designated by WZ LLC, without any suffix or prefix attached. You also agree that You will not display the trademark, service mark, trade name or logo of any other person, firm or company in the Store, without the express prior written consent of WZ LLC. You will not use the Trademarks as part of any business entity name or in any unauthorized manner, You will not open any vendor accounts using the Trademarks, and You will not make any changes to the Trademarks without WZ LLC's written approval. You will display the Trademarks according to WZ LLC's guidelines and specifications in the Operations Manual or otherwise and will obtain any fictitious or assumed name registrations required by applicable law, noting the fact of Your use of the Trademarks "as a Wireless Zone® franchisee of Wireless Zone LLC" in the application, and if WZ LLC directs, in any signs displayed at the Store, stationery and other materials.

3.04. Change of the Trademarks. If WZ LLC determines that one or more of its Trademarks are no longer viable commercially or legally or determines to modify or change any of its Trademarks for any reason, then You agree to change the Trademarks as directed by WZ LLC, at Your sole expense. This may include, but is not limited to, changing signs, graphics, interior trade dress, exterior decor, labels, products and supplies. You agree to participate in all future Trademark transition programs.

3.05. Trademark Prosecution. WZ LLC will determine whether to institute any trademark action and will alone control the litigation related thereto. You agree to assist WZ LLC in the pursuit of such litigation, as WZ LLC may request. You agree to notify WZ LLC if You become aware of potential or actual infringement of WZ LLC's Trademarks. You agree to notify WZ LLC promptly of any challenge to or litigation instituted by any person or legal entity against You involving WZ LLC's Trademarks. If WZ LLC, in its sole discretion, undertakes the defense or prosecution of any litigation relating to the Trademarks, You agree to sign any and all documents, and to render any assistance reasonably necessary to carry out the defense or prosecution. WZ LLC will indemnify and hold You harmless from any suits, proceedings, demands, obligations, actions, or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from Your use of the Trademarks in accordance with this Agreement or as otherwise stated by WZ LLC in writing if You have promptly notified WZ LLC of the claim and cooperated in the defense of the claim.

4. FRANCHISE LOCATION

4.01. Location Acceptance. You are entitled to operate the Store at the Location, and only at the Location. The Location must be accepted in writing by WZ LLC and WZ LLC's Provider. You agree not to enter into any lease or otherwise obligate Yourself to occupy any real property or leasehold until You receive the necessary acceptance from both WZ LLC and WZ LLC's Provider. WZ LLC's acceptance may be granted or withheld for any reason at WZ LLC's sole discretion. WZ LLC, in deciding to accept any location, may consider such factors as the condition of the immediate surroundings, traffic patterns, visibility, size, layout, rental and lease terms, competition, and growth trends. Upon request of WZ LLC, You must submit a letter of intent or other evidence of the rental and lease terms for the Location. WZ LLC's or WZ LLC's Provider's acceptance of a location does not constitute a representation or warranty that the Store will be profitable or that Your sales will attain any predetermined levels. You agree that WZ LLC's and WZ LLC's Provider's acceptance or rejection of a proposed site will not impose any liability or obligation on WZ LLC or Provider. If You have not received acceptance for a Location within one hundred eighty (180) days after the Effective Date, You will be in breach and this Agreement will be subject to immediate termination. If WZ LLC terminates this Agreement as the result of a breach of this Section 4.01, then notwithstanding anything to the contrary in this Agreement, WZ LLC will refund the initial franchise fee paid by You, less WZ LLC's incurred expenses to the date of termination, if You sign a general release releasing WZ LLC and its affiliates from all claims You may have against any of them.

4.02. Lease. Prior to opening the Store, You must enter into a lease for the Location with an initial term of at least three (3) years. Further, the lessee of the Location under the lease must be the identical entity as the Franchisee and the lease may not refer to the Provider. WZ LLC will not offer You legal or business advice or direction regarding the terms of the lease or the negotiation of the lease. WZ LLC may, in its sole discretion, review the lease for compliance with this Agreement, in particular the use of the Trademarks, and may require You to negotiate changes to the lease to ensure compliance with this Agreement. You must deliver a copy of the fully signed lease (including any renewals or amendments to the lease) to WZ LLC within fifteen (15) days after the lease or applicable agreement is fully signed.

4.03. Lease Termination. If the lease for the Location is not renewed or is otherwise terminated prior to the end of the Term, You must receive approval for a relocation of the Franchise and enter into another Lease in compliance with Section 4.02. within thirty (30) days after the expiration or termination of the prior lease. You will be in breach, and this Agreement will be subject to termination if You are unable to operate the Store for more than thirty (30) consecutive days at any time during the Term arising out of the non-renewal or termination of the Lease.

5. TERM OF FRANCHISE AGREEMENT AND RENEWAL OPTION

5.01. Effective Date and Term. The Effective Date of this Agreement is the day on which WZ LLC signs the Agreement unless this Agreement is signed as part of the renewal of an existing franchise, in which case the Effective Date will be the first calendar day following the expiration date of the previous franchise agreement. The term of this Agreement will be seven (7) years from the Effective Date (the "Term").

5.02. Renewal. At the expiration of the Term, You may be eligible to continue the operation of the Franchise by entering into WZ LLC's then-current form of franchise agreement, if You are able to satisfy the following conditions:

A. Notification. You must notify WZ LLC, in writing, of Your interest in continuing the operation of the Franchise no earlier than nine (9) months and no later than six (6) months prior to the expiration of the Term. You acknowledge and agree that this is a material obligation under this Agreement and that if You fail to timely provide such notice or fail to timely meet the conditions for renewal set forth below, such failure will be a decision on Your part, and not on the part of WZ LLC, to not renew the Franchise. You further acknowledge and agree WZ LLC will rely on Your decision not to renew the Franchise in soliciting and negotiating with prospective franchisees for a franchise in the Protected Territory.

B. Your Other Obligations. Not later than the Exercise Date (as defined below), You must:

1. Demonstrate to WZ LLC that You have entered into, or are operating under, a lease for the Location that is consistent with the requirements of Section 4.02. Such lease must have a term that runs for, or may be renewed for, at least three (3) years after the expiration of the Term;

2. Demonstrate that You have paid in full all obligations due and owing to WZ LLC or its affiliates, and that You are current on all outstanding obligations and in compliance with the terms of all agreements governing such obligations;

3. Demonstrate that You are not currently in default of this Agreement, or the Operations Manual, or any applicable policies, programs, or agreements;

4. Demonstrate that You are not currently in default of Your Lease;

5. Be current in Your obligations to all vendors, suppliers, lenders or other third parties;

6. Demonstrate that You have not received three (3) or more default notices from WZ LLC during the Term;

7. Receive approval to continue as a sub-agent of WZ LLC's Provider, as applicable;

8. As required by WZ LLC, enter into any agreements, and make all arrangements necessary to renovate, re-image and modernize the Store in order to meet WZ LLC's then-prevailing design criteria. You will expend all monies reasonably necessary to complete such renovation and modernization according to the schedule approved by WZ LLC;

9. As required by WZ LLC, upgrade the computer hardware and software and computerized point of sale system in order to meet WZ LLC's then prevailing specifications. You will acquire all such items only from a WZ LLC approved supplier and You will expend all monies reasonably necessary to complete such upgrade according to the schedule approved by WZ LLC; and

10. Sign the Expiration of Agreement form, attached to this Agreement as Exhibit 6, or other form prescribed by WZ LLC which includes a general release of any and all claims, whether known or unknown, against WZ LLC, its parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, shareholders, members, employees and agents in WZ LLC's/their corporate and individual capacities.

C. Sign Current Form of Agreement. If You have met all criteria set forth in Sections 5.02.A and 5.02.B, then WZ LLC will offer You the then-current form of franchise agreement for Your signature. You must enter into WZ LLC's then-current form of franchise agreement not later than three (3) months before the expiration of this Agreement (the "Exercise Date"). The then-current form of franchise agreement may contain materially different terms and obligations than this Agreement.

D. Renewal Fee. You must pay a renewal fee of one thousand dollars ($1,000) at the time You return the signed franchise agreement to WZ LLC, but no later than the expiration date of this Agreement. You acknowledge the renewal fee is fully earned upon You signing the then-current form of franchise agreement as You obtain immediate and renewed access to WZ LLC's confidential Trade Secrets, trademarks, and the System. As such, Your renewal fee will not be refunded or forgiven for any reason.

5.03. Holdover. WZ LLC reserves the right, in its sole discretion, to extend the time available for Your compliance with any of the conditions set forth in Section 5.02, or to waive such conditions entirely. If WZ LLC elects to extend any deadlines for Your compliance, or if You are unable to sign a new franchise agreement by the Exercise Date for any reason approved by WZ LLC, WZ LLC may elect to continue this Agreement on a month-to-month basis; provided, however, that during such month-to-month term either party may give the other party thirty (30) days' advanced written notice (or such other notice as may be required by applicable law) that it does not wish to continue to extend the Term and, in such event, this Agreement will expire on the thirtieth (30th) day after receipt of the notice or, at WZ LLC's election only, the expiration date will be the last day of the same month containing such thirtieth (30th) day. Upon any expiration after, or termination during, the month-to-month period under this Section 5.03, the post-termination obligations contained in this Agreement will apply and govern the post-termination rights of the parties. If You continue the operation of the Franchise under this Section 5.03, You will pay WZ LLC a monthly holdover fee of five hundred dollars ($500), in addition to all other payments called for under this Agreement, which WZ LLC will deduct from Your Commissions or Residuals or otherwise collect in the same manner and at the same time WZ LLC deducts or collects payments of Your WZ LLC Royalty. Notwithstanding the forgoing, nothing herein implies that You have a right to a holdover or limits WZ LLC's rights and remedies for such holdover, including without limitation WZ LLC's right to seek immediate injunctive relief to enjoin such holdover.

6. ROYALTIES

6.01. WZ LLC Royalty.

A. Payment of Royalty. In consideration of the rights and licenses granted under this Agreement and the continuing services of WZ LLC, You agree to pay to WZ LLC the WZ LLC Royalty. As such, You acknowledge and agree that WZ LLC Royalty payments are fully earned upon payment and are necessary for Your use of the System and the Trademarks.

B. WZ LLC Royalty Calculation. The "WZ LLC Royalty" means, for a given calendar month, the amount equal to the percentage of Gross Profit owed to WZ LLC as a royalty. For each dollar of Gross Profit in such month, WZ LLC will charge a fixed percentage royalty, where the percentage charged decreases as the amount of Gross Profit increases. A table of the base percentages used to calculate the WZ LLC Royalty for each dollar of Gross Profit is attached as Exhibit 1 to this Agreement. However, if at any time You are not in compliance with this Agreement, the Operations Manual or any performance or operational standards, and You fail to cure such noncompliance within fourteen (14) days following Your receipt of notice of noncompliance from WZ LLC, then for all months (beginning from the date of the notice of noncompliance and continuing until the end of the month in which You cure the noncompliance) the percentage rate applied to Your Gross Profit to calculate the WZ LLC Royalty will be fixed as the highest rate stated on Exhibit 1, rather than the declining percentage based on the actual Gross Profit achieved in those months.

1. For illustration purposes only, pursuant to Exhibit 1, if You achieved fifteen thousand dollars ($15,000) of Gross Profit in a particular month, the WZ LLC Royalty for the first five thousand dollars ($5,000) would be twenty-two percent (22%), the WZ LLC Royalty for the next five thousand dollars ($5,000) would be twenty-one and one-half percent (21.5%), and the WZ LLC Royalty for the final five thousand dollars ($5,000) would be twenty and one-half percent (20.5%), for a cumulative effective WZ LLC Royalty rate of twenty-one and three-tenths percent (21.3%) on the entire fifteen thousand dollars ($15,000) of Gross Profit in that month.

2. Your WZ LLC Royalty may be decreased through performance incentive programs published from time-to-time by WZ LLC at its sole discretion.

3. WZ LLC may increase the dollar amounts in the "Gross Profit (Bottom)" and "Gross Profit (Top)" columns of Exhibit 1 to reflect increases in the Consumer Price Index that occur between January 1, 2016, and the date the adjustment is announced or, once an adjustment has been made, that occur between the date of the last adjustment and the date the next adjustment is announced.

C. Manner of Payment. WZ LLC will calculate the WZ LLC Royalty for each calendar month and will notify You of the amount due on or before the fifth (5th) day of the Payment Month (as defined in Section 6.03.H). You authorize WZ LLC to deduct the WZ LLC Royalty from the Commissions, Residuals and other amounts paid by the Provider to WZ LLC that may be due to You under Section 6.02. If the Provider does not pay to WZ LLC any amounts in any particular month that are attributable to the Store, or if the amounts paid to WZ LLC are insufficient to cover the amount of the WZ LLC Royalty, You agree to pay WZ LLC the outstanding amount of the WZ LLC Royalty no later than the tenth (10th) day of the Payment Month.

D. WZ LLC Royalty Reconciliation. Without any required notice to You, WZ LLC may periodically review Your Business Records (as defined in Section 11.03.C) to determine errors and omissions in the calculation and payment of the WZ LLC Royalty. If any error in the calculation of the WZ LLC Royalty for any month is the subject of reconciliation, WZ LLC will (a) notify You of the nature and amount of the error; (b) if the error indicates additional amounts are owed to WZ LLC, You authorize WZ LLC to collect the outstanding amount in accordance with Section 6.02.C.; and (c) if the error indicates excess amounts have been paid to WZ LLC, WZ LLC will pay the excess amounts along with the payment of Commissions under Section 6.02.A.

1. If You dispute WZ LLC's determination of an error or the amount by which WZ LLC asserts the WZ LLC Royalty was underpaid, You must, not later than seven (7) business days after receiving notice of the error, provide WZ LLC with a statement of the basis for disputing WZ LLC's determination of error and any evidence to support the dispute. Upon request by WZ LLC, You will provide any information or materials required to support Your dispute of WZ LLC's determination. If, after thirty (30) days of good faith efforts to resolve the dispute, You and WZ LLC cannot reach agreement, You and WZ LLC agree to mediate in accordance with this Agreement.

2. If WZ LLC determines that as a result of Your negligent, reckless or willful conduct, error, omission, conspiracy, or fraud the WZ LLC Royalty was understated by more than two percent (2%) of the actual WZ LLC Royalty due for the period audited, You agree, in addition to curing the underpayment, to reimburse WZ LLC for any and all expenses incurred in connection with ascertaining and correcting the understatement of the WZ LLC Royalty, including but not limited to reasonable audit, accounting and legal fees. You also agree to pay WZ LLC interest on the amount of the underpayment at the rate of one and one-half percent (1½%) per month, or the highest rate permitted by law, whichever is lower, from the date the WZ LLC Royalty was originally due until the date of payment. The requirement for payment of interest and costs under this Section 6.01.D.2 is without prejudice to any other rights or remedies WZ LLC may have under this Agreement, at law or in equity.

6.02. Commissions and Residuals.

A. Commissions. WZ LLC may receive commissions from the Provider. WZ LLC will pay to You the Commissions received from the Provider attributable to Your Store pursuant to the WZ LLC published Commission Schedule, less any applicable deductions such as the WZ LLC Royalty, inventory payments and other fees and charges You owe to WZ LLC. WZ LLC will provide You a statement of the amount of Commissions payable after applicable deductions on or before the fifth (5th) day of the Payment Month. Payment of these Commissions, less any amounts You may owe to WZ LLC, will be made to You by the tenth (10th) day of the Payment Month.

B. Residuals. WZ LLC may receive Residuals from its Provider. You acknowledge that payment of Residuals, including the continuation, timing and amount of such payment, is at the sole discretion of the Provider. WZ LLC will pay to You the amount of Residuals received from the Provider attributable to the Store, less any applicable deductions such as the WZ LLC Royalty, inventory payments and other fees and charges due from the Franchisee to WZ LLC. WZ LLC will provide You a statement of the amount of Residuals payable after applicable deductions on or before the fifth (5th) day of the Payment Month. Payment of these Residuals, less any amounts You may owe to WZ LLC, will be made to You by the tenth (10th) day of the Payment Month.

C. Chargebacks. The Provider may assess against WZ LLC Chargebacks or otherwise recover Commissions and Residuals already paid to WZ LLC if the customer does not maintain the use or activation of either the Provider's devices or services for a sufficient period of time or according to certain rules of use, as prescribed from time-to-time by the Provider. WZ LLC will publish the standards for the assessment of Chargebacks in the Operations Manual, which may be amended from time-to-time to reflect the then-current policies of the Provider.

6.03. Definitions.

A. "Allowable Cost" means (i) cost attributable to Wireless Zone® approved devices, products, accessories, goods and services sold at the Store, as set forth in the WZ LLC Price Sheet; (ii) Fees; and (iii) Chargebacks, as each term is defined below. The cost attributable to any device, product, accessory, good or service will be determined based on the WZ LLC Price Sheet in effect at the time of sale. Allowable Costs will not include any of Your administrative costs, sales costs, overhead, business costs, corporate costs, labor, depreciation, inventory, rent, taxes, or any other kind of operational, business, administrative or regulatory cost or expense.

B. "WZ LLC Price Sheet" means the WZ LLC-published price schedule for all WZ LLC-approved devices, products, accessories, goods, and services, as updated from time-to-time by WZ LLC in its sole discretion.

C. "Chargebacks" means all costs and any other amounts charged back to WZ LLC by Provider, suppliers or vendors for devices, products, accessories, goods or services sold from or in connection with the Store, and all other reversals by WZ LLC, the Provider, suppliers or vendors of Commissions, Residuals or other sales revenue including but not limited to: (i) deactivation chargebacks for devices returned; (ii) fraudulent transaction chargebacks and costs; and (iii) agent funded rebates.

D. "Commission" means the items listed on the WZ LLC published Commission Schedule for the per-sale device and activation compensation paid to WZ LLC by the Provider arising out of Your sale and activation of Provider's approved devices, products, accessories, goods or services at the Store. The Commission Schedule may change from time-to-time.

E. "Fees" means any fees charged to You against the sale of devices, products, goods and services by WZ LLC, by the Provider, or by suppliers or vendors, including but not limited to device payment service fees and previously activated device fees and charges.

F. "Gross Profit" means, for any calendar month, the Gross Revenue of the Store less Your Allowable Cost.

G. "Gross Revenue" means all revenue You receive from or in connection with the Store, including but not limited to the following: (a) sale of devices, products, accessories, goods and services; (b) Commissions; (c) Residuals; (d) device trade-ins; (e) customer fees; and (f) other payments from the

Provider or any supplier or vendor to WZ LLC that may be distributed to You. Gross Revenue will not, however, include: (x) certain incentives and/or short-term sales program compensation paid by WZ LLC; (y) market development funds; and (z) co-op advertising funds.

H. "Payment Month" means the second month following the month for which the WZ LLC Royalty is payable or the Commission or Residual is earned (e.g., Commissions and Residuals earned in August, and the WZ LLC Royalty payable for August, are paid in October).

I. "Residuals" means the account maintenance fees paid to WZ LLC either: (i) arising out of accounts created before December 1, 2011 on a continuing basis while the account is active, subject to the terms of our Provider agreement ("Continuing Residuals"); or (ii) one-time account maintenance fees paid upon the activation of an eligible new device ("One-Time Residuals"). All Residuals are payable according to the terms of our Provider agreement and may cease at the Provider's discretion.

6.04. New Programs; Additional Benefits. WZ LLC reserves the right in its sole discretion, to charge You for programs, marketing efforts, products, services or other revenue generating opportunities, that WZ LLC or its Provider makes available to You through the System. From time-to-time, WZ LLC may announce, in its sole discretion, additional incentive programs or rebates available to You provided You are in compliance with the terms of this Franchise Agreement. WZ LLC reserves the right to modify or terminate such programs, marketing efforts, products, services or other revenue generating opportunities or additional incentive programs or rebates at any time upon notice to You. Notwithstanding anything to the contrary in this Agreement, WZ LLC reserves the right to receive rebates, incentives, special program funds and other payments from its Provider, vendor(s), supplier(s) and others in connection with the purchase, sale, re-sale, sale to consumers, use and distribution of any devices, products, accessories, goods and services and, at WZ LLC's sole discretion, to retain and use such payments for WZ LLC's own purposes without distribution to You.

6.05. Withholding Commissions and Residuals. During any period that You or, or in the case of an entity, any member, shareholder or owner of Yours (collectively, an "Owner") are in default under this Agreement or any other agreement between You or any of Your Owners and WZ LLC, WZ LLC may hold the Commissions and Residuals, and other amounts WZ LLC receives from its Provider that are payable to You, after WZ LLC deducts any amounts due to WZ LLC, until You or Your Owners have cured the defaults to the satisfaction of WZ LLC or until this Agreement is terminated. On termination or expiration of this Agreement, You authorize WZ LLC to use any such withheld amounts to pay any remaining amounts owed to WZ LLC or to any third parties in connection with Your Store (such as vendors and landlords). After termination or expiration of this Agreement, WZ LLC may continue withholding for these purposes from amounts accrued before termination or expiration until the later of: (a) receipt by WZ LLC of confirmation that all amounts owed by You to third parties in connection with Your Store have been paid in full; or (b) nine (9) months after the date of termination or expiration, as applicable. Third party creditors of Yours are not intended beneficiaries of this Agreement and do not have any right to compel WZ LLC to make payment to them. WZ LLC will not be liable to You for any payment it may make to a third party under this Section 6.05. No Commissions, Residuals, or other amounts will accrue to You following termination or expiration of this Agreement.

7. MARKETING, PROMOTION AND ADVERTISING

7.01. Cooperative Advertising Funds.

A. WZ LLC may receive from its Provider funds for cooperative advertising, which may be retained by WZ LLC or used by WZ LLC to pay for: (i) local or regional advertising, (ii) public relations or promotional campaigns or programs which promote and enhance the quality image, identity and patronage of Wireless Zone® locations, (iii) the formulation, design, development, test marketing, market study, production and placement of advertisements, point of sale materials, promotional materials and newsletters, (iv) website development and implementation costs, social media site development and implementation costs, and electronic advertisements, (v) intranet development costs, toll-free business locator costs, and all other costs for any advertising and promotion, including WZ LLC's, its affiliates' or advertising agencies' administrative expenses (including operating expenses and the proportionate compensation of WZ LLC's employees who devote time and render services in the conduct, formulation, development and production of advertising and promotion programs or who administer these funds). No percentage of the funds for cooperative advertising paid by the Provider will be used for advertising that is principally a solicitation for the sale of franchises, but WZ LLC reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information. WZ LLC's expenditure of funds for advertising is for the general benefit of all franchisees in the geographic area(s) covered by the selected advertising media; WZ LLC does not warrant the type, level, or effectiveness of cooperative advertising for the Franchise.

B. You may be eligible to receive from WZ LLC a share of the cooperative advertising funds received by WZ LLC; such funds will be payable only to cover eligible expenses actually incurred by You in the form of local advertising for the Franchise. WZ LLC reserves the right, in its sole discretion, to determine Your eligibility to receive cooperative advertising funds and the amount of such funds You are eligible to receive; provided, however, that WZ LLC will pay such funds to You only according to the terms and conditions of WZ LLC's contract with its Provider. WZ LLC will publish the program rules and regulations for receipt of cooperative advertising funds in the Operations Manual.

7.02. Local Promotion. You acknowledge the need to further the public image and recognition of the Franchise. All marketing and promotion will be subject to WZ LLC's prior review and written approval, including Website and social media site content, if allowed by WZ LLC. WZ LLC may require that the only Website and social media sites for You and the System will be the Website and social media sites that WZ LLC maintains. You will adhere to WZ LLC's standards and advice regarding Your marketing and promotion efforts and expenditures.

7.03. Initial Marketing Program. WZ LLC may require that You develop an initial marketing program campaign. You will bear the cost of any initial marketing program campaign. You must submit Your plan for any required initial marketing program campaign to WZ LLC for review and approval in advance. At Your request, WZ LLC will assist You in the development of the initial marketing program campaign.

7.04. Community Service. You acknowledge the importance of participating in and servicing community and other philanthropic organizations and agree to become a member of one or more civic organization(s) in the community in which Your Store is located. WZ LLC may suggest certain organizations and may encourage all of its franchisees to participate in specific philanthropic programs, including Round Room Gives, Inc. or its successor. In addition, You agree to participate in all programs supported by WZ LLC which WZ LLC has designated as mandatory and pay all amounts, or make such contributions, as required by WZ LLC from time-to-time.

7.05 Marketing Campaigns/Communication. You will participate in any marketing campaigns or other customer solicitation programs required by WZ LLC from time-to-time, including any auto messaging or texting platforms. You will pay all amounts required to participate in any such programs, which amounts WZ LLC may collect from You on behalf of any vendors performing marketing or customer solicitation services on Your behalf in connection with any such program or campaign.

8. FRANCHISEE IDENTIFICATION

8.01. Display. You agree to purchase and display in a prominent place and fashion whatever advertising, signs, posters, and other materials WZ LLC may specify, including all elements of trade dress (which may include the design of the Store and displays, framed posters, interior colors, and choice of furnishings).

8.02. Identity as Franchisee. You agree that at all times and in all of Your business dealings and to the general public, You will identify Yourself as a franchisee of WZ LLC, in the manner specified by WZ LLC. You also agree that You will never identify Yourself as being WZ LLC, a subsidiary, division, partner, joint venturer, agent, or employee of WZ LLC, Wireless Zone® or of any other Wireless Zone® franchisee.

9. TRAINING AND OPERATIONS SUPPORT

9.01. New Franchisee Training Program. Each natural person who holds a twenty percent (20%) or greater equity interest in the Franchise or in the entity that is a party to this Agreement, must complete, to WZ LLC's satisfaction, WZ LLC's new franchisee training program. If You employ a general manager for the Franchise, whether another Owner who has not completed the training program or a third party, that individual must also complete the new franchisee training program. You will be responsible for the costs associated with travel, lodging, meals, and salaries, if applicable, incurred by all attendees while attending the new franchisee training program. The new franchisee training program will be conducted at WZ LLC's corporate headquarters, virtually, or at another location designated by WZ LLC. All persons required to complete training must have done so prior to You opening the Store for business.

9.02. Additional Training. In addition to the mandatory new franchisee training program, WZ LLC may require You to complete training, on-site or remotely, related to the operation of the Store and the management and operation of the Franchise. In all cases, WZ LLC will provide the training at a time and place and in a form of WZ LLC's choosing, WZ LLC may charge a fee for the training, and You are responsible for the costs associated with travel, lodging, meals, and salaries, if applicable, incurred by all attendees. If WZ LLC provides a training program at Your Store, You will reimburse WZ LLC for all costs associated with providing the training, including travel and lodging for WZ LLC's trainers. If You or any of Your employees register for a training class, meeting, or seminar, but fail to attend, WZ LLC may charge You a "no-show" fee whether or not there was a fee for that training or meeting. The amount of the fee will be set by WZ LLC from time-to-time and You agree to pay that fee upon receipt of an invoice.

9.03. Ongoing Assistance. WZ LLC will furnish You with reasonable operating assistance through company representatives, as WZ LLC deems appropriate. This ongoing assistance may include onsite visits, reasonable telecommunications, evaluations of Your operations, sales and profitability, and recommendations for improvements. You will immediately remedy any deficiencies or unsatisfactory conditions which WZ LLC's representatives determine exist, including any failure to adhere to WZ LLC's standards for quality service.

9.04. Limitation of Liability. While WZ LLC agrees to apply its skill and judgment to train and assist You in the operation of Your Store, You agree that WZ LLC MAKES NO WARRANTY CONCERNING ITS SERVICES WHICH WILL BE PROVIDED **AS IS**, AND WZ LLC WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR THE PERFORMANCE OR FAILURE TO PERFORM OF ANY EMPLOYEE, ADVISOR, CONSULTANT OR CONTRACTOR OF WZ LLC.

10. OPERATION OF THE BUSINESS

10.01. Operations Manual. WZ LLC will provide You with the Operations Manual, in a form and manner as determined by WZ LLC in its sole discretion, which will be updated and revised from time-to-time by WZ LLC in its sole discretion. You will operate the Franchise in strict accordance with the Operations Manual unless a provision is expressly stated to be optional or aspirational. The Operations Manual is a published document, supplemented by other materials including books, binders, videos, webinars, email notices, policies, programs, and the Wireless Zone® portal, that contains the performance and operating specifications, standards, procedures, equipment requirements, and other instruction regarding the operation of the Franchise and the System. WZ LLC may vary the standards and specifications described in the Operations Manual to reflect the business conditions in specific locations or markets, or the unique requirements of specific products and services. WZ LLC reserves the right in its sole discretion to establish such variations in WZ LLC's sole discretion.

A. Confidentiality. You acknowledge that the Operations Manual is confidential and proprietary and that it contains trade secrets of WZ LLC. You agree to keep confidential the Operations Manual and any other items that WZ LLC designates as secret or confidential and to never make the Operations Manual or such other items available to a person or entity who has not been expressly authorized by WZ LLC to receive it. You will not copy or reproduce the Operations Manual for any reason and You agree to immediately return the Operations Manual to WZ LLC upon the expiration or termination of this Agreement.

B. Materiality. You acknowledge and agree that Your compliance with the Operations Manual is vitally important to the chance of the Business being successful, and that maintaining the uniform conduct of the System is necessary to protect the reputation and goodwill and value of the System, the Trademarks and the Wireless Zone® brand. However, while the Operations Manual is designed to protect the reputation and goodwill of WZ LLC, the System, and the Trademarks, it is not designed to control the day-to-day operation of the Business.

C. Modifications. You acknowledge and agree that WZ LLC, in its sole discretion, may from time-to-time change or modify the Operations Manual, or any standard of operation, specification, or operating procedure or any of the Trademarks applicable to the operation of Your Store or all or any part of the System. You will accept and adopt all such changes and modifications (which may be communicated in tangible or electronic form), make reasonable expenditures associated with the changes and modifications, and do so within the time periods established by WZ LLC. These changes may include the adoption of new technologies and new products and the discontinuance of certain products, services, or technologies that WZ LLC determines in its sole discretion are no longer appropriate or advantageous for the System.

10.02. Products and Services.

A. Authorized Products and Services. WZ LLC, and the Provider, in their sole discretion, determines the products, goods, and services to be sold in Wireless Zone® stores. You recognize that the image, reputation, and goodwill of the Wireless Zone® brand established by WZ LLC is based on the consistency and quality of the products, goods, and services offered in Wireless Zone® stores and, accordingly, You will establish, maintain, and increase the sales of Wireless Zone® products, goods and services in accordance with the requirements set by WZ LLC. You will maintain at Your Store at all times an inventory of authorized and approved products, in sufficient supply, to satisfy reasonable customer demand. All such inventory will be purchased by You from WZ LLC or approved suppliers. All amounts owed for inventory will be paid by You to WZ LLC in advance, unless WZ LLC agrees otherwise.

B. Sales and Performance Standards. WZ LLC will establish minimum requirements for the volume of sales and other performance standards that Your Store is required to achieve, including minimum monthly sales standards for new activations and total boxes, and other minimum monthly sales standards established by either or both of WZ LLC and the Provider. These minimum requirements will be published in the Operations Manual. WZ LLC, in its sole discretion, reserves the right to add to and/or change the minimum requirements from time-to-time based on the requirements of WZ or WZ LLC's Provider.

C. Providers and Vendors. WZ LLC, and the Provider, in their sole discretion, will determine the vendors from whom You may purchase approved devices, products, accessories, goods, and services. You may also be required, in WZ LLC's sole discretion, to purchase approved devices, products, accessories, goods, and services from WZ LLC at the prices established by WZ LLC. WZ LLC warrants, however, that any devices and accessories for resale that it makes available to You will be offered at the published wholesale price paid by WZ LLC. WZ LLC will not require You to pay the costs of regular, non-expedited ground shipping services for any devices or accessories purchased from WZ LLC for resale, whether directly from WZ LLC or through WZ LLC's designated third-party logistics provider; provided, however, that to obtain free shipping on accessories, Your order must meet a minimum order threshold set by WZ LLC from time-to-time. You will remain responsible for the cost of shipping all devices, products, accessories, goods, and services purchased from any and all other parties, and for the costs of non-ground forms of shipping, including air and marine, as well as the costs for all expedited shipping services.

D. Required Sub-licenses. WZ LLC's Provider, vendor(s), and supplier(s) may require, as a condition to the sale of goods or the license of rights to distribution or the use of relevant trademarks, WZ LLC and all Wireless Zone® locations to offer certain equipment and certain equipment configurations. You will at all times comply with such requirements. WZ LLC's Provider, vendor(s), and supplier(s) may also require You to meet certain performance and operational requirements, standards, and conditions, and You acknowledge and agree that You will, at all times, comply with such requirements, standards, and conditions. You will also sign any and all documents, including but not limited to sub-agent agreements and sub-license agreements, required by WZ LLC, its Provider, vendor(s), and supplier(s) as a necessary condition to offering WZ LLC approved products, goods, and services.

E. Exclusivity. You will purchase, sell, and offer for sale, only those products, goods and services approved by WZ LLC. If You wish to purchase, sell or offer for sale, any device, product, accessory, good, or service not approved by WZ LLC, You must, prior to offering the same, request, in writing, and obtain, WZ LLC's approval of such device, product, accessory, good, or service. In connection with that request, You must provide any and all information WZ LLC may request concerning the device, product, accessory, good, or service, including but not limited to specifications, samples, prices, availability, and information regarding the owner, maker, or distributor of the product, good, or service. WZ LLC will, in its sole discretion, determine whether the device, product, accessory, good, or service meets WZ LLC's standards for quality, performance, appearance, reliability, marketability, profitability, and any other relevant characteristic, and will notify You in writing of its decision to approve or disapprove the device, product, accessory, good, or service. Notwithstanding anything to the contrary in this Agreement, WZ LLC will not approve the purchase, sale or offering for sale of any device, product, accessory, good, or service that violates any obligation WZ LLC has to its Provider, vendor(s), or supplier(s).

10.03. Management of the Business.

A. General. You are solely responsible for the day-to-day operation of the Business. You are solely responsible for recruiting and hiring the persons You employ to operate the Business. You will determine all terms of employment, including hiring, compensation and benefits, work schedules, work conditions, and assignments, and You are responsible for hiring, training, supervising, disciplining, and terminating all such employees. WZ LLC will have no right or obligation to direct Your employees. WZ LLC's ability to approve certain matters, to inspect the Business and its operations, and to enforce its rights, exists only to the extent necessary to protect its interest in the System and the Trademarks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to You. Your employees are not WZ LLC's agents or employees and WZ LLC is not a joint employer of these individuals. You are responsible for performing all administrative functions at the Business, including payroll and providing workers' compensation insurance. You acknowledge that You are not economically dependent on WZ LLC, and that WZ LLC does not provide facilities, equipment, house, or transport Your employees or provide to Your employees' tools or materials required for Your employees to perform services for You.

B. General Manager. If You are unable to devote the minimum required time to manage the Franchise, then You must designate a general manager to manage and operate the Franchise. WZ LLC has the right to approve the general manager, such approval not to be unreasonably withheld. You must ensure that any general manager signs an agreement restricting disclosure of Confidential Information, competition, and providing for the assignment of new developments to the same extent as set forth in this Agreement. If, for any reason, You replace the designated general manager, such replacement must be approved by WZ LLC subject to the requirements of this Section 10.03.B, and any other requirements contained in this Agreement for the general manager.

C. Full-Time Efforts. You, or any natural person holding a controlling interest in You, if You are an entity, or if You have a designated general manager for the Business, then such general manager, will devote their full-time attention to managing, operating, and developing the Franchise.

D. Customer Service Obligations. You will address customer service issues in accordance with WZ LLC's and the Provider' guidelines and cooperate with other Wireless Zone franchisees in resolving customer service issues. You grant to WZ LLC the right to resolve, in WZ LLC's sole discretion, any bona fide customer complaint or customer service issues both with customers and other Wireless Zone franchisees which come to WZ LLC's attention and which You cannot first remedy in a timely manner. You will reimburse WZ LLC and/or the customer or other franchisee for any charges, credits, or refunds which WZ LLC determines, in WZ LLC's sole discretion, should be made. Reimbursement may be made by way of deduction from Commissions due You by WZ LLC.

10.04. Insurance. Before the commencement of Your business operations under this Agreement You will obtain and maintain at Your expense, an insurance policy or policies sufficient to satisfy the terms and obligations arising out of this Agreement to protect You, WZ LLC, and its affiliates, and their respective officers, directors, partners, shareholders, members, agents, and employees against any demand or claim for personal injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with Your Store. This insurance must be in full force and effect at all times during the Term, including any holdover period and, at a minimum, include, but not be limited to, comprehensive general liability insurance and Worker's Compensation in the minimum amount required by law and as specified in the Operations Manual. The policies must be written by an A-rated carrier or carriers acceptable to WZ LLC and must include the interests of WZ LLC and its affiliates to be noted as additional insured. Nothing contained in this Agreement or in the Operations Manual will be construed as a representation by WZ LLC that the insurance You obtain will insure You against any and all insurable risks of loss which may or can arise out of or in conjunction with the operation of Your Store. You should, therefore, evaluate Your insurance needs with an independent advisor.

A. WZ LLC's Insurance. Your obligation to obtain and maintain the policy or policies in the amounts specified is not limited in any way by reason of any insurance which may be maintained by WZ

LLC, nor will Your performance of that obligation relieve You of liability under indemnity provisions contained in this Agreement.

B. Certificates. Before the commencement of any business operations under this Agreement, and then on an annual basis, You will deliver to WZ LLC certificates of insurance evidencing proper types and minimum amounts of coverage. You will also maintain certificates of insurance evidencing the proper types and minimum amounts of coverage at the Store. All certificates will expressly provide that no less than thirty (30) days' written notice will be given to WZ LLC if there is material alteration to, or cancellation of, coverage evidenced by the certificates, and will include the interests of WZ LLC and its affiliates to be noted as additional insureds on all policies except for employment practices liability insurance.

C. Failure to Obtain. Should You, for any reason, fail to obtain or maintain the insurance required by this Agreement, as such requirements may be revised by WZ LLC in the Operations Manual or otherwise in writing, WZ LLC has the right and authority (but not the obligation) to obtain the insurance and to charge You for same, along with any third-party expenses incurred by WZ LLC to obtain and maintain such insurance, which charges will be payable by You immediately upon written notice and which WZ LLC may deduct, or collect payment of, in the same manner and at the same time WZ LLC deducts or collects payments of Your WZ LLC Royalties. The foregoing remedies will be in addition to any other remedies WZ LLC may have.

D. Changes in Coverage. WZ LLC may, from time-to-time, in the exercise of its sole discretion, change or increase the minimum policy limits or types of coverage it deems advisable and You must comply with the new requirements; provided, however, all changes will apply to all similarly situated franchisees of WZ LLC.

10.05. Construction, Maintenance and Repair of Store.

A. Construction and Remodel of Store. WZ LLC will survey and furnish You with a layout for the interior of a typical Store and specific decor specifications. WZ LLC will also provide You with specific exterior signage specifications, and either provide You with an approved vendor or directly arrange for the installation of exterior signage. For construction and remodeling, WZ LLC may arrange for and oversee the work of a licensed general contractor to perform construction and install fixtures at the Store that meet our specifications; provided, however, all such installation must be performed by a supplier approved by WZ LLC. If WZ LLC does not direct the work, then You will, at Your sole expense, use only WZ LLC approved and licensed general contractors and suppliers to perform construction and installation work at the Store, in accordance with the specifications established by WZ LLC and all local laws and code ordinances; provided, however, unless otherwise approved by WZ LLC You must use an approved supplier of WZ LLC to install all fixtures at the Store. You may submit a licensed, general contractor of Your choosing to WZ LLC for our approval. If WZ LLC permits You to use Your own WZ LLC approved general contractor, such use is at Your sole risk and expense. WZ LLC may require You to approve, or to submit to WZ LLC for prior written approval, all construction plans, site plans, and blueprints for each Store. You must investigate, keep informed of, and comply, at Your expense, with all local, state, and federal laws, rules, regulations, ordinances, standards, and directives in effect at any time related to the construction and operation of Your Store and the use of any furniture, fixtures, equipment, and signs. You shall be responsible for complying with the Americans with Disabilities Act ("ADA) and all similar law and regulations. You will develop Your Store in the manner WZ LLC prescribes, including the implementation of the System. You will use in the construction and operation of Your Store only those brands and types of furniture, fixtures, equipment, displays, supplies, signs, computer hardware and software, technology, telephone and security systems, including traffic monitoring and reporting systems and equipment that meet WZ LLC's standards and specifications. All services You use in the construction and operation of Your Store, including installation and set-up of Your Point of Sale Environment, security services, including PCI compliance services, traffic monitoring and reporting systems, and digital, video and radio services, must be performed by WZ LLC or a supplier approved by WZ LLC. WZ LLC and its affiliates may be an approved supplier or designated sole supplier for any of the foregoing products, services, supplies, equipment or other items You may use in the construction or the operation of Your Store. You hereby agree to purchase from WZ LLC or a vendor approved by WZ LLC, all such products, services, supplies, equipment or other items. You acknowledge and agree that WZ LLC has the right to charge You for all such products, services, supplies, equipment, systems and other items, and to collect any amounts owed by You to it, or from any supplier approved by WZ LLC, to sell You any of the foregoing items. You acknowledge and agree that WZ LLC may obtain revenue from You and make a profit on any products, services, supplies, equipment or other items it sells to You directly, or on behalf of, or through a third party. Before You open Your Store, WZ LLC may require that You certify in writing that You have obtained all permits and certifications required to operate Your Store, including all business or other licenses and all zoning, ADA, access, signs, and fire requirements. You will provide clean restroom facilities for employees and customers in conformity with the applicable rules, laws, and regulations. WZ LLC will not be responsible for any delays in the construction, equipping or decoration of Your Store. If any signs, kiosks, and/or displays are provided by WZ LLC and/or our Provider at no cost to You, these signs, kiosks and displays remain the property of WZ LLC and/or the Provider.

B. Maintenance and Renovation. You will at all times, and at Your sole expense, maintain the interior and exterior of Your Store, including all equipment, fixtures, facilities, and windows. You will repair, refinish, re-image, or paint the interior and the exterior of the Store at Your own expense at such times as reasonably directed by WZ LLC, or our Provider, and all work shall be completed in accordance with Section 10.05A. You will comply immediately with all orders and regulations of applicable state and local health and safety officials. From time-to-time, WZ LLC may direct You to complete renovations, at Your own expense, which are part of an individual or System-wide updating program.

C. Cleanliness of Store. You will maintain the Store premises following WZ LLC's minimum standards of cleanliness and remove promptly all debris that originates in the area surrounding the Store.

10.06. Inspection of Store. In addition to WZ LLC's right to review financial information under Section 10.07 and Section 11.03, You grant WZ LLC or WZ LLC's representatives or agents the right at any time during normal business hours, and without prior notice, to enter and inspect Your Store and all aspects of the operation of Your Store, including Your general operations, inventory levels, equipment, service methods, cleanliness, management, and administration, to determine whether You are complying with the provisions of this Agreement and the operations standards of WZ LLC. You will allow WZ LLC or WZ LLC's representatives or agents to make extracts from or copies of any Store records and to take samples of any products sold and immediately remove any unauthorized products without any payment or other liability to You. You will allow WZ LLC or WZ LLC's representatives or agents (including any "secret shoppers") to take photographs, videos, or any electronic recording of Your Store and to interview employees and customers. You will provide any notice in the manner required by law to Your Store employees and customers necessary to advise them of, and authorize, WZ LLC's inspection and monitoring techniques, and will otherwise direct Your Store employees to cooperate with WZ LLC or WZ LLC's representatives or agents. WZ LLC will have the exclusive right to use any photograph, video, electronic recording, or other material prepared in connection with an inspection for any purpose, and to identify Your Store, and WZ LLC will not have any obligation to obtain any further authorization from You, or to compensate You in any manner, in connection with the use of these materials for advertising, training or other purposes. If, however, WZ LLC requests Your cooperation in taking and arranging for any photographs or other electronic recordings, You will provide such assistance, including assistance in obtaining any necessary consents of or assignments from individuals depicted in or involved in such photographs, videos, and/or electronic recordings. You irrevocably assign to WZ LLC all of Your right, title and interest, if any, in all such photographs, videos and electronic recordings, together with all related intellectual property rights. If WZ LLC gives You notice of any deficiency detected during an inspection, You will diligently correct the deficiency as soon as possible.

10.07. Accounting System. You will prepare and maintain Your bookkeeping and accounting records as directed by WZ LLC in the Operations Manual, including the use of any specified accounting software and/or chart of accounts. You will also submit all required reports and make Your records available for inspection by WZ LLC during normal business hours; provided, however, that such records will not include employment records from Your store. WZ LLC may also access Your records and retrieve information electronically, through Your point-of-sale system or computer system without notice or further consent. WZ LLC may use Your financial information for any purpose WZ LLC deems advisable.

10.08. Compliance With Law; Sales Tax; Privacy Laws. You will operate the Business in strict compliance with applicable laws, rules, and regulations of all governmental authorities. You will be responsible for knowledge of, and compliance with, all applicable laws, rules, and regulations of the federal, state, or local governments, including those governing access to Your Store and accommodating employee physical limitations (e.g., the ADA), minimum wage, hours, overtime, safety, and other working conditions (e.g., the Fair Labor Standards Act and Occupational Safety and Health Administration regulations), health, sanitation, smoking, fire codes, zoning, building codes, discrimination, employment, sexual harassment, consumer and employee data privacy and protection, taxes, environmental laws, citizenship and immigration status, registration and compliance requirements required with respect to the sales of any specific products or services offered or sold to You, including without limitation limited lines insurance products, and other laws, rules, and regulations. You will prepare and file all appropriate tax returns when due and pay promptly all taxes imposed on You and upon Your Business. You will be responsible for any sales tax, gross receipts tax, excise tax or other similar tax (collectively "Sales Tax"), imposed by law on all payments You make to WZ LLC or its affiliates under this Agreement or otherwise, in connection with the Business, whether assessed on You or on WZ LLC or its affiliate. WZ LLC and its affiliates may collect Sales Tax from You for transmittal to the taxing authority. You will reimburse WZ LLC and its affiliates for any Sales Tax WZ LLC or its affiliate must pay directly to any taxing authority. You will furnish WZ LLC with copies of Your business federal, state, and sales tax returns at the same time as You submit them. This includes all routine sales tax returns and all annual state and federal tax returns. You will be responsible for all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time-to-time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of personal information that is or has been collected, processed, or stored by You ("Personal Data"), including without limitation, the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. § § 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing the FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"); Health Insurance Portability and Accountability Act of 1996 and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164, as amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009 (collectively, "HIPAA") security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.82 – 1798.84); New York Department of Financial Services Cyber Security Regulation (23 NYCRR 500); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain personal data (such as N.Y. Gen. Bus. Law § 399-H) (collectively "Privacy Laws").

10.09. Suggested Retail Prices. WZ LLC's Provider determines the prices at which WZ LLC and You must offer certain products and services for which WZ LLC and You serve as agent and sub-agent. Although WZ LLC may provide You with suggested retail prices for certain other products and services, You acknowledge and agree that any list or schedule of prices for such other products and services which

WZ LLC furnishes to You is by way of recommendation only and is not binding on You or mandatory. You do agree, however, that to preserve the goodwill of the System and other Stores that operate within the System, You will comply with any minimum and maximum pricing WZ LLC may establish, unless the Business operates in a jurisdiction that prohibits the establishment of such prices.

10.10. Your Employees. You will employ and properly train a sufficient number of managers and other employees, to service the customers of Your Store, in keeping with WZ LLC's quality-oriented philosophy. At no time may any person work in Your Store that has not been satisfactorily trained in the WZ LLC System and satisfactorily completed all training programs provided by the Provider servicing Your Protected Territory.

10.11. Hours of Operation. You agree to be open for business seven (7) days a week throughout the Term, and during the hours as set out in the Operations Manual which are subject to change by WZ LLC, and subject to the terms of Your lease. Any changes that You need to make to Your operating days and/or hours must be submitted in advance to WZ LLC for our approval.

10.12. Franchise Cooperation. You acknowledge the importance of promoting goodwill within the Wireless Zone® franchise System, and You agree to provide service, exchanges, and refunds for purchases made by customers at other Wireless Zone® franchised Stores. Each franchisee will settle the account directly with the franchisee who provides service, exchange, or refund under this requirement. If You or another franchisee fails to do so, WZ LLC will have the authority and right to resolve the matter and to recover any costs incurred by WZ LLC in so doing in the same manner and at the same time WZ LLC deducts, or collects payment of, Your WZ LLC Royalties. If WZ LLC so acts, WZ LLC will incur no liability to either franchisee, provided WZ LLC acts in good faith and exercises reasonable business judgment.

10.13. Accounts Payable. You must make full payment for all accounts with WZ LLC, including, without limitation, inventory purchases, within the terms stated on the invoices, in the Operations Manual, or in any other agreements, documents or instruments that may evidence the accounts, without any defense, claim or off-set other than for defective products and manufacturers' discontinued merchandise returned under an approved "WZ LLC Return Authorization." You must also pay, before an account becomes delinquent, Your trade accounts and other creditors, including Your landlord.

10.14. Security Agreement; Electronic Funds Transfer Authorization. In order to secure Your prompt performance of Your obligations to WZ LLC, You grant to WZ LLC and WZ LLC takes a first priority security interest in all of Your assets, including, without limitation, all present and after acquired inventory and equipment wherever located, accounts, deposit accounts, chattel paper, instruments, contract rights (including Your rights under this Agreement), and general intangibles, including payment intangibles, and all proceeds and products thereof, including insurance proceeds. You must sign WZ LLC's standard Security Agreement, in the form attached to this Agreement as Exhibit 3 and standard Electronic Funds Transfer Authorization, in the form attached to this Agreement as Exhibit 4. You authorize WZ LLC to file a copy of the Security Agreement, the Electronic Funds Transfer Authorization, any UCC-1 Financing Statements, and any other documents that may be necessary to perfect, attach, or continue WZ LLC's security interest in the foregoing, with or without Your signature.

10.15. The World Wide Web and Internet. Except as may be specifically authorized in writing by WZ LLC, You may not, during the Term or after its expiration or termination for any reason, develop, create, generate, own, license, lease, or otherwise use any computer media and/or electronic media (including without limitation any Intranet, Internet, World Wide Web, social media or social networking site, bulletin board, news group, blog, website, webpage, profile, account, hashtag, or avatar) that in any manner use, make reference to or display WZ LLC's or Provider's trademarks, or confusingly similar names or trademarks to any of the foregoing. You will not, during the Term or after its expiration or termination for any reason, in any manner use or employ any meta tag, link, frame, or similar device to, or for, any WZ LLC website or social media site.

10.16. Miscellaneous Contributions. In addition to any other amounts due under this Agreement, You agree to pay to WZ LLC such other fees and charges as may be required by WZ LLC, in WZ LLC's sole discretion, for System programs designed specifically to attract or retain customers, including but not limited to (a) Wireless Zone® sales associate rewards programs; (b) customer loyalty programs; (c) return and repair programs; and (d) insurance programs. WZ LLC may add to, eliminate or modify these programs at any time. WZ LLC may deduct, or collect payment of, the fees for these programs in the same manner and at the same time WZ LLC deducts or collects payments of Your WZ LLC Royalties.

10.17 Requests or Information. You hereby irrevocably grant WZ LLC permission to (a) release to Your landlord and lender(s), and Your prospective landlord(s)and lender(s), any financial or operational information relating to Your Store; however, WZ LLC is under no obligation to do so; and (b) request information from Your landlord(s) and lender(s). You also irrevocably authorize such landlord(s) and lender(s) to respond to any and all questions from WZ LLC and provide WZ LLC with all information requested regarding You and Your Store.

11. ACCOUNTING AND RECORDS

11.01. Your Bank Account. You will open and maintain a bank account for Your Business and maintain the account in a bank which can administer wire transfers. You hereby authorize WZ LLC to make wire transfers into and out of the account and agree to sign any documents required by the bank to confirm this authorization.

11.02. Sales Records. You will record all sales exactly as they are made and maintain accurate records, including all data contained in Your computer system and point of sale system. You agree that You will use only those invoices or sales tickets approved by WZ LLC. Any intentionally false statements in these or any other reports provided to WZ LLC by You will be grounds for immediate termination of this Agreement.

11.03. Records and Reports.

A. WZ LLC Records. WZ LLC has the right to maintain, and to require You to maintain, records regarding the operation of Your Store, including but not limited to records of Gross Revenue, Purchases, Commissions, Residuals, cost of goods sold, and inventory levels. WZ LLC has the right to derive these records from WZ LLC's required point-of-sale systems, Provider information, third party information and information and records provided by You upon request by WZ LLC.

B. Your Records. You will maintain and keep for at least five (5) years, or longer as specified by WZ LLC, complete and accurate records, electronic documents, or other documents relating to the operation of the Store, including but not limited to cash register or point-of-sale receipts, invoices, sales and other tax returns and records, bank and financial statements, credit card processing records, and books of account. Financial records will be maintained in accordance with U.S. generally accepted accounting principles (GAAP), which is a set of accounting rules, standards, and procedures issued and frequently revised by the Financial Accounting Standards Board (FASB). You authorize WZ LLC to request and receive records related to You and the Store from third parties, including customers, suppliers, and vendors, without prior notice to You. In order to facilitate the proper maintenance of Your records, You agree to use computer equipment, sales equipment, devices, displays, point-of-sale systems, and mobile point-of-sale systems as WZ LLC requires.

C. Business Records. You will furnish WZ LLC, in form and manner and at times and in places as reasonably required by WZ LLC, complete and accurate information, records, documents and other business information (other than employment records) as requested by WZ LLC. You agree that WZ LLC may require the use of in-store computers, point-of-sale systems, cash register equipment or other types of equipment located at Your franchise location to produce such materials. Information that WZ LLC may request, all of which is defined as "Business Records," and includes but is not limited to the following: (i) purchasing records; (ii) sales records; (iii) vendor information (whether or not such vendor was approved by WZ LLC); (iv) customer records, including contracts, sales data, information on devices, records of activations, returns and deactivations; (v) banking and financial account records; (vi) tax records and filings; (vii) repair activity; (viii) replacement devices; (ix) inventory; and (x) discount and incentive programs offered at Your Store.

D. Acknowledgement. You acknowledge that WZ LLC is relying on the accuracy of all information You and Your employees provide to WZ LLC, including information You provided WZ LLC during the application process to purchase this Franchise. You agree that all information that You and Your employees and agents provide will be truthful, accurate, complete, and in compliance with all applicable laws and with all policies or requirements WZ LLC implements from time-to-time.

E. Failure to Comply. Your failure to properly maintain all required records, or to ensure the accuracy and completeness of required records, to provide WZ LLC with all records or reports as requested, or to cooperate with any audit of Your books and records permitted under this Agreement, will constitute a breach and default of this Agreement. WZ LLC is entitled to reimbursement from You for any and all expenses WZ LLC incurs in connection with curing or mitigating such a breach, including but not limited to reasonable accounting and legal fees. Your obligation to reimburse costs under this Section 11.03.E is without prejudice to any other rights or remedies WZ LLC may have under this Agreement, at law or in equity.

F. Ownership of Information. All of the information WZ LLC obtains from You about the Business, and all information in WZ LLC's records or Your records concerning Your customers (the "Information") is WZ LLC's property. You may use the Information during the Term in the operation of the Business, but for no other purpose, to the extent lawful and at Your sole risk and responsibility. We may use the Information for any purpose WZ LLC determines in its reasonable business judgment, and any revenues WZ LLC may derive from the Information will be WZ LLC's property. Following termination of this Agreement, or expiration of the Term, You will no longer use any of the Information, except as may be necessary to comply with Your post-termination obligations under this Agreement.

11.04. Inspections and Audit.

A. WZ LLC Right to Audit. WZ LLC has the right to determine whether You are complying with the terms and conditions of this Agreement and the Operations Manual, including but not limited to the operational and performance standards, the financial reporting requirements and the ethical and business practices of the Wireless Zone® system. WZ LLC, in its sole discretion, may conduct audits, store visits, inspections, mystery shopping surveys and other forms of review during the Term. WZ LLC will provide You with at least forty-eight (48) hours' prior notice to any inspection or audit; provided, however that WZ LLC has the right to conduct an inspection or audit at any time and without notice to You if WZ LLC has a reasonable basis to believe that You are in violation of any material term or condition of this Agreement. You and WZ LLC acknowledge that such audits may be made while the Store is open for business.

B. Supplier Audits. You agree that the Provider, and any supplier or vendor so designated by WZ LLC, will have the right to conduct its own Store visits, inspections, or audits, with or without prior notice by WZ LLC, the Provider or the supplier or vendor. You will permit such Provider, supplier or vendor to exercise all of WZ LLC's rights under Section 11.04.C, unless otherwise instructed by WZ LLC.

C. Method of Audit. During any inspection or audit, You will permit WZ LLC or its designated representative(s) entry into any location where the books and records of the Store are located, stored or available for review. You agree to permit WZ LLC or its designated representatives to inspect, audit, copy, photocopy or otherwise duplicate any and all of the books and records of the Store, including bookkeeping and accounting records, banking and financial account records, business records, tax records, operating records, correspondence and general business records and supplier and vendor records. You also agree that WZ LLC or its designated representative may enter into and take pictures or otherwise record images of the Store, its interior and exterior and its fixtures, signs, and marketing materials. You will ensure that You, Your Owners, operators, managers, employees and agents, fully cooperate with WZ LLC or its designated representative. You will permit WZ LLC or its designated representative to communicate with any and all of Your employees, agents, customers and suppliers without notice to You.

D. Report of Audit/Deficiencies. WZ LLC will use reasonable efforts to provide to You, not later than thirty (30) days after conclusion of an audit or inspection performed by WZ LLC, a report indicating deficiencies in areas of compliance within the scope of the audit or inspection. You will correct any deficiencies identified in the report and bring Your operations, reporting or other activities into full compliance with the requirements of the Wireless Zone® System. The results of any report provided under this Section 11.04.D will be binding on You unless You provide WZ LLC notice within ten (10) days after Your receipt of the report, that You believe the report to be incorrect. If such notice is given, either party may cause a second audit to be performed within ten (10) business days of the notice. The Parties will work together in good faith for not more than thirty (30) days after the results of the second audit to resolve any discrepancies or disagreements regarding the results of the audit. If, after that time, the Parties are unable to resolve the discrepancies or disagreements, they will mediate the matter through mediation in accordance with Section 18.07.

11.05. Computer/Point of Sale Environment.

A. Computer and Point-of-Sale Environment. You will purchase, install, and use all technology, products, services or other items WZ LLC may require from time-to-time, including computer hardware and software and all other items making up Your Store's "Point of Sale Environment" as determined by WZ LLC from time-to-time. This includes Your point of sale systems and related technology and infrastructure, and all equipment, hardware, software and other items or services WZ LLC requires for use in the operation of Your Store. All of the foregoing items must be purchased from WZ LLC, or such other supplier as WZ LLC may designate. You will use WZ LLC or its designee to install, set-up and maintain the Point of Sale Environment. You will sign any license agreement required to purchase and use the computer hardware, software or other technology. You understand and agree that due to changes in competitive circumstances, changes in the needs of customers, and/or technological innovations and information technology and data security risks, the items making up Your Point of Sale Environment, including computer hardware and/or software used to operate the point-of-sale systems may need to undergo changes in order that it best serve the interests of You, and the System. Accordingly, You expressly understand and agree that WZ LLC may from time-to-time change any or all of such items, including hardware, software and other requirements necessary to operate Your Store, require certain technological and security upgrades to operating and payment processing systems and mandate information security baseline requirements, and otherwise change, improve, or modify such systems, including the Point of Sale Environment and any items included therein. Subject to the other provisions of this Agreement, You expressly agree to abide by any such modifications, requirements, changes, additions, deletions, and alterations and acknowledge that such modifications, changes, additions, deletions, and alterations may require further expenditures by You. Further, You agree to execute any and all documents necessary to effectuate the changes. Changes in technology, including hardware and/or software programs, or other changes in the System, may require You to upgrade these or other items and incur costs in obtaining other or additional items.

B. Upon Termination. Upon termination of this Agreement or expiration of the Term, You must ensure proper media sanitation is completed in accordance with WZ LLC's requirements.

C. Email. WZ LLC will provide a unique email address to Your principal Owner. WZ LLC will also provide an email address for each of Your sales employees at no additional cost to You. The email addresses WZ LLC provides must be used for all email correspondence between You and WZ LLC. WZ LLC will have full and complete access to all messages and files transmitted through WZ LLC's e-mail service.

D. Credit Card Processing and Data Security. You must use a WZ LLC approved credit card processing vendor. You must annually demonstrate compliance according to the standards and in the manner set forth under Section E of this Section 11.05 and as otherwise communicated by WZ LLC. Unless WZ LLC otherwise approves, You must use WZ LLC as Your provider of PCI compliance services and pay WZ LLC or any other vendor approved by WZ LLC, any charges imposed for the service. You will comply with all data privacy and data security requirements specified by law, and any additional requirements required by WZ LLC's Provider or WZ LLC's credit card processing vendor. You agree and acknowledge that You are solely responsible for compliance with all applicable privacy and security laws, regulations, policies, rules and procedures.

E. PCI Compliance. You agree to implement and maintain appropriate security measures, consistent with the Payment Card Industry Data Security Standards ("PCI DSS") and the Payment Application Data Security Standards ("PA DSS") as necessary, to protect Cardholder Data and Sensitive Authentication Data (each defined below). Upon request, You will provide WZ LLC a copy of Your most recent validation of PCI DSS and PA DSS compliance and all supporting documentation, including without limitation, an attestation of validation, a report of validation, a report on compliance, and any exceptions noted therein ("Compliance Documentation"), promptly following the Effective Date, and on an annual basis thereafter (or at such other time to coincide with WZ LLC's own PCI DSS certification. You covenant and agree to be and remain in compliance with all applicable PCI DSS and PA DSS and will perform the necessary steps to validate Your compliance with the PCI DSS and the PA DSS and will notify WZ LLC immediately should You: (i) learn or have reason to believe that You are no longer in compliance with the PCI DSS or PA DSS; (ii) reasonably anticipate that You are or will be noncompliant or (iii) undergo an adverse change in Your certification or compliance status with respect to PCI DSS or PA DSS. Upon the occurrence of either, (i), (ii), or (iii), as set forth above, You will immediately provide WZ LLC with a detailed plan to remediate non-compliance. In the event You cannot provide validation of PCI DSS or PA DSS compliance and the necessary Compliance Documentation as set forth above, upon reasonable advance notice, WZ LLC will have the right to engage a Qualified Security Assessor ("AQSA") to conduct an audit, to determine compliance with the PCI DSS and PA DSS. The audit will be conducted by a AQSA on behalf of WZ LLC and will be conducted so as to reasonably minimize any disruption to Your operations. You will provide reasonable cooperation with such AQSA and will provide reasonable access to facilities and applicable personnel necessary to audit and test compliance. You must also pay for the cost of the audit. Once the audit is completed, You will, as soon as reasonably possible, implement any remediation measures recommended by the AQSA in order to either remain certified as PCI DSS or PA DSS compliant or re-obtain PCI DSS or PA DSS certification and provide a detailed plan with respect to any recommended remediation measures. You acknowledge that You are solely responsible at all times for the security of any payment account information or cardholder data in transit, at rest or in Your possession. Failure by You to maintain certification of PCI DSS compliance or PA DSS compliance will be considered a material breach and WZ LLC will have the right to terminate this Agreement for cause.

(i) "Cardholder Data" means the full magnetic stripe or the PAN, plus any of the following: (a) cardholder name, (b) expiration date or (c) service code.

(ii) "Sensitive Authentication Data" means security related information used to authenticate cardholders, appearing in plain text or otherwise unprotected form.

F. Password Credentials. You may be required by WZ LLC or its Provider to access password protected or other secure databases, websites, portals or services. You will comply with all requirements imposed by WZ LLC, its Provider or any other party as a condition of creating, issuing, maintaining or using passwords or other forms of access to secured information, including but not limited to background checks, employment verification and employee training.

G. Intranet. WZ LLC will make available to You its Intranet to disseminate reports, notices and procedures, including but not limited to the Operations Manual (and updates thereto), special promotions and programs, training notices, product ordering, and information regarding current advertisements. You must at all times have access to the Intranet, and You authorize WZ LLC to communicate with You via the Intranet.

H. Cybersecurity. You must abide by all policies and specifications promulgated by WZ LLC or its Provider regarding the protection of Personal Information or any information that is subject to any Privacy Laws and/or PCI DSS.

(i) These policies and specifications include, but are not limited to: (a) limitations on the storage and use of customer pins, account information and personally identifiable information; (b) preventing improper access to or theft of customer data during transfer between devices; (c) ensuring that all associates, employees and agents conduct themselves with integrity and in conformity with applicable ethical guidelines and laws; (d) compliance with all physical security and access requirements; and (e) compliance with all requirements of Section 15 of the Provider Compliance Agreement(s). Any breach of this provision shall cause irreparable harm to the System and shall subject You to immediate termination in accordance with Section 14.01 of this Agreement.

(ii) If You breach Section 11.05(H)(i)(e) of this Agreement, You will pay to WZ LLC the sum of five hundred dollars ($500) per "Incident" as liquidated damages. With respect to any breach that involves Subscriber Information, Highly Confidential Information or SPI or System access, "Incident" is defined as each Subscriber mobile telephone number impacted (each capitalized term in this sentence other than Incident shall have the meaning given it in the Provider Compliance Agreement). You agree that the agreed-upon sum is not a penalty but is rather a reasonable approximation of damages and other adverse consequences caused by or arising from Your violation(s) of the Provider Compliance Agreement(s) and consequently this Agreement, and that the actual damages that WZ LLC would suffer based upon Your violations would be difficult if not impossible to determine. Liquidated damages may be collected, at WZ LLC's discretion, in the form of an offset against any amounts due to You (including, but not limited to, Commissions and Residuals) or as a direct payment by You, which shall be immediately due upon WZ LLC's demand. Nothing in this section shall be construed to limit or waive (i) any rights or remedies that may otherwise be available in law or equity to WZ LLC, or (ii) Your obligation to defend, indemnify and hold harmless WZ LLC and its Provider under Section 17 of this Agreement.

I. Point-of-Sale. As discussed above, You must use WZ LLC's designated point of sale ("POS") system and all other items used in the Point of Sale Environment to operate the Business and pay to WZ LLC or its approve vendors any license fees or other amounts established by WZ LLC or its approved vendors, which may be collected from You by WZ LLC. You acknowledge and agree that these amounts are subject to change based upon the amounts charged by such vendors and You shall pay all such amounts.

WZ LLC, in its sole discretion, may require You to enter into a separate POS software license agreement with WZ LLC or its vendors with respect to the license of any software included in the Point of Sale Environment. WZ LLC may, from time-to-time, require You to upgrade or change the hardware, software or other items included in the Point of Sale Environment to ensure compliance with WZ LLC's requirements for the System. You must, at Your cost, comply with any installation, licensing, use, training or support requirements related to the Point of Sale Environment, including any items included in it, whether imposed by WZ LLC or any vendor approved by WZ LLC.

J. Records Access. You acknowledge and agree that WZ LLC has the right, without notice to You, to independently access, review and download all sales and customer information and any other information, entered into or stored in the POS software or any other accounting or financial systems or otherwise maintained, recorded or stored by You in any form or format, whether physical, electronic or digital. You shall grant WZ LLC immediate access to the POS software and any other accounting or financial systems, and any and all information or data generated in any such systems or otherwise.

K. Security Breach. If You become aware of any actual or suspected unauthorized processing, loss, use, disclosure, alteration, destruction or other compromise or acquisition of or access to any information (i) that can be used to identify, locate or contact an individual (collectively, "Personal Information"); (ii) that is subject to any of the Privacy Laws and/or PCI DSS (as defined in Section 10.08 and Section 11.05(E)) (iii) that might reasonably expose WZ LLC to any harm or prejudice of any type or actual or suspected intrusion by an unauthorized third party into WZ LLC's computers, networks, servers or IT resources (a "Security Breach"), You will immediately notify WZ LLC's centralized Store Support Contact Center via telephone of such matter and will thereafter cooperate with WZ LLC to investigate and remedy the Security Breach. Except to the extent required by applicable law, no public disclosure of any instance of such unauthorized access or breach will be made by You unless WZ LLC has authorized the provision of notice and the form of such notice in writing. You will reimburse WZ LLC for all reasonable Notification Related Costs (hereinafter defined) incurred by WZ LLC arising out of or in connection with any Security Breach that is directly or indirectly caused by You or Your personnel. "Notification Related Costs" include WZ LLC's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (aa) preparation and mailing or other transmission of legally required notifications; (bb) preparation and mailing or other transmission of such other communications to customers, agents or others as WZ LLC deems reasonably appropriate; (cc) establishment of a call center or other communications procedures in response to the Security Breach (e.g., customer service FAQs, talking points and training); (dd) public relations and other similar crisis management services; (ee) legal and accounting fees and expenses associated with WZ LLC's investigation of and response to such event; and (ff) costs for commercially reasonable credit reporting services that are associated with legally required notifications. Failure to comply with this Section 11.05(K) of the Agreement will be deemed to be a breach of the Agreement and subject to the terms of Section 14.02 of the Agreement.

11.06. Electronic Funds Transfer. You must participate in WZ LLC's electronic funds transfer program, which authorizes WZ LLC to utilize a pre-authorized bank draft system. You must sign and deliver to WZ LLC an unconditional, irrevocable authorization to enable WZ LLC's financial institution to: (a) debit accounts at Your bank in order to pay WZ LLC all amounts which You may owe WZ LLC under this Agreement or any other agreement between You and WZ LLC; and (b) credit accounts at Your bank for Commissions and other payments due You from WZ LLC, net of any deductions by WZ LLC. All amounts due to WZ LLC must be received by WZ LLC or be credited to WZ LLC's account by pre-authorized bank debit before 2:00 p.m. on the day each payment is due. You will bear any costs associated with the account and method of payment. WZ LLC may charge You fees to cover amounts WZ LLC is charged and WZ LLC's administration costs if the electronic funds transfer or other payment attempt is unsuccessful. WZ LLC will provide You with a written confirmation of electronic funds transfers, which may be made monthly or other period permitted by law. If WZ LLC permits You to make certain payments by company credit card, WZ LLC may charge You fees to cover amounts WZ LLC is charged on Your payment, and an administrative fee in an amount determined by WZ LLC from time to item.

11.07. Payment Due Dates. Unless otherwise agreed by WZ LLC, payment for all purchases is due upon receipt of an invoice; provided, however, WZ LLC will have the right to insist on prepayment if You have a history of late payments.

A. Interest. Any payment due under this Agreement, including amounts due for purchases, that is outstanding for thirty (30) days or more will be subject to the imposition of late payment charges from the original due date, at one and one-half percent (1.5%) per month (or the highest interest rate permitted by law, if that rate is less). WZ LLC's right to interest is in addition to any other remedies WZ LLC may have. WZ LLC can apply Your payments to any amount You owe WZ LLC, regardless of any designation You make.

B. Other Credit Terms. At its sole discretion, WZ LLC may offer other credit terms to You. These arrangements are often on an individual basis, based on the volume of purchases, credit history, and current credit of each franchisee and therefore will not be uniform among franchisees. If WZ LLC offers other credit terms to You, it may condition Your receipt of such terms on You signing other credit documents with WZ LLC, including additional loan agreements, promissory notes, guarantees, mortgages and other security documents.

12. ASSIGNMENT; TRANSFER; RIGHT OF FIRST REFUSAL

12.01. Assignment by WZ LLC. WZ LLC may freely transfer or assign its rights and obligations under this Agreement to any person, corporation or other entity. The transfer or assignment will be binding upon and will inure to the benefit of the successors and assigns of WZ LLC.

A. Rights Reserved to WZ LLC. You agree that WZ LLC has the right, now and in the future, to purchase, merge, acquire, or affiliate with an existing competitive or non-competitive franchise network, chain, or any other business regardless of the location of that chain's or business' facilities and owned or licensed outlets, and to operate, franchise, or license those businesses and/or facilities as "Wireless Zone" Stores under the Trademarks or any other marks following WZ LLC's purchase, merger, acquisition, or affiliation, regardless of the location of these facilities (which You acknowledge may be within Your Protected Territory, proximate thereto, or proximate to any of Your Stores).

B. Waiver. You agree and affirm that WZ LLC may sell itself, its assets, the Trademarks and/or the System to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other business entities, or be acquired by another business entity; and/or may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any sales, assignments and dispositions, YOU EXPRESSLY AND SPECIFICALLY WAIVE ANY CLAIMS, DEMANDS, OR DAMAGES ARISING FROM OR RELATED TO THE LOSS OF WZ LLC'S NAME, TRADEMARKS (OR ANY VARIATION THEREOF) AND SYSTEM, AND/OR THE LOSS OF ASSOCIATION WITH OR IDENTIFICATION OF WZ LLC AS THE FRANCHISOR UNDER THIS AGREEMENT.

If WZ LLC assigns its rights and delegates its obligations under this Agreement, nothing in this Agreement will be deemed to require WZ LLC to remain in business or to offer or sell any products or services to You.

12.02. Assignment by You. You acknowledge that WZ LLC has granted You the rights provided for in this Agreement in reliance upon the background and business ability of Your Owners, if You are an entity (i.e., a corporation, partnership, limited liability company, or other similar entity) (a "Business Organization"). You agree that You will not sell, assign, transfer, give, mortgage, pledge, or encumber any interest in this Agreement, in the Business, any assets of the Business (other than the sales of assets in the ordinary course of business) and Your Owners will not sell, assign, transfer, give, mortgage, pledge, or encumber any ownership interest in You (collectively, "Transfer"), except with WZ LLC's express prior written consent. If You or any Owner or any other person do or purport to do anything prohibited by this Section 12.02 without WZ LLC's prior written consent, the action is void and is a material breach of this Agreement that may result in immediate termination of this Agreement.

A. Permitted Transfers. WZ LLC will not unreasonably withhold its consent to a Transfer, but will require You to meet each of the following obligations:

1. WZ LLC will have a right of first refusal to purchase the offered interest according to the following procedures: You must offer to Transfer the interest to WZ LLC at the same price and on the same terms and conditions which You propose to Transfer the interest. You must furnish WZ LLC a signed copy of the bona fide written offer. Within thirty (30) days after WZ LLC receives the copy of the written offer and all necessary information from the proposed transferee, WZ LLC may give You notice of its election to exercise the option to purchase the offered interest on the same terms contained in the written offer, provided that WZ LLC has the right to substitute cash for any non-cash consideration described in the written offer. If WZ LLC exercises this option, WZ LLC must complete the purchase no later than thirty (30) days after WZ LLC's notice to You of WZ LLC's purchase election. If WZ LLC does not exercise this option during the thirty (30) day period, then You may, during the following one hundred twenty (120) days, transfer the offered interest, and if applicable, assign this Agreement to the third party on the same terms in the written offer, provided that the assignment will be made, without limitation, in compliance with this Section 12.02.A. If any proposed Transfer is not completed within the one hundred twenty (120) day period, or if there is any material change in the terms of the proposed transaction before closing, this will constitute a new offer and will again require compliance with this Section 12.02.A.1. If WZ LLC does not exercise the right of first refusal for one (1) offer, it will not affect the right of first refusal for any other offer. WZ LLC will have fifteen (15) extra days after declining to exercise its right of first refusal and receipt of all necessary information from the proposed transferee to approve or disapprove of the Transfer.

2. You must pay all monies owed to WZ LLC and its affiliates on or just before the date of the Transfer.

3. You must relinquish all rights to all "demo lines" and pay all monies due for these accounts promptly.

4. You must sign a general release, in the form which WZ LLC provides, of all claims against WZ LLC, its affiliates, principals, shareholders, members, managers, employees and agents in WZ LLC's/their corporate and individual capacities.

5. You must have the transferee show, to the sole satisfaction of WZ LLC, that the transferee has the financial resources, character, and ability to continue to run the Business successfully.

6. You or Your transferee must pay to WZ LLC its then-current transfer fee for the Business, not to exceed five thousand dollars ($5,000).

7. Your transferee must be approved by WZ LLC's Provider.

8. Your transferee must sign WZ LLC's then-current franchise agreement (including any applicable addendum to reflect that the agreement is for a franchise that has been transferred), must complete, to the sole satisfaction of WZ LLC, the Wireless Zone® training program, and must comply with all other requirements of WZ LLC for new franchisees, to the sole satisfaction of WZ LLC.

9. You or Your transferee must agree to renovate, re-image, and modernize the Store in order to meet WZ LLC's then-prevailing design criteria and to expend all monies reasonably necessary to complete such renovation, re-image, and modernization. All renovations must be completed before the Transfer may occur, or at WZ LLC's option, Your transferee must agree to complete all renovations within the time frame WZ LLC requires.

10. Your transferee must enter into a lease for the Store, or accept an assignment of Your lease, no later than the date of the Transfer and provide WZ LLC with a fully executed copy of the lease or assignment, as applicable.

11. Any Owner who engages in a Transfer of his or her ownership interest in You and any third party who acquires the ownership interest in You will be subject to the provisions of the covenants contained in Section 16 of this Agreement after the Transfer has been completed and will be required to confirm their respective obligations in writing. The transferee's Owner's will sign a Guaranty of Performance in the form attached hereto as Exhibit 2 or such other forms as are then used by WZ LLC at the time of the transfer. If a new Business Organization acquires the assets of the Business and signs a new franchise agreement as the franchisee, each Owner of the Business Organization will sign the Guaranty of Performance or forms then acceptable to WZ LLC.

12. You will not retain a security interest in the Business or its assets following the Transfer without WZ LLC's prior written consent, which consent WZ LLC is under no obligation to provide. Prior to any approved Transfer, You agree to disclose any security interest in the Business that You or any third party holds. Contemporaneously with any approved Transfer, You agree to assign any security interest in the Business to WZ LLC and authorize WZ LLC to take all necessary steps to attach and perfect the assigned security interest.

B. Transfer Upon Death or Permanent Incapacity. Immediately following the death or permanent incapacity of an Owner who owns fifty-one percent (51%) or more of You (the "51% Owner") or the Owner who is Your manager, WZ LLC or its representative may assume operation of the Business under WZ LLC's step-in rights under Section 13.01. WZ LLC will also have an option to purchase the Business at a price mutually agreed by WZ LLC and You, or if the parties do not agree, then at a price representing the average appraisal of the Business made by three (3) independent business appraisers selected by WZ LLC (the "Buy-Out Price"). The cost of the appraisal will be shared equally by the parties. This purchase option will extend for one hundred eighty (180) days following the date of death or permanent incapacity. You and Your Owners will sign all documents which WZ LLC may require to show that this Agreement and the Business were acquired, upon the payment of the Buy-Out Price. If WZ LLC does not exercise the purchase option, Your Owners will also have the right to sell the Business or their interests in You, provided that they follow the requirements of Section 12.02.A. If Your Owners desire to retain and operate the Business, this will be considered a permitted Transfer, subject to the requirements of Section 12.02.A. In any event, any Transfer must be consummated no later than twelve (12) months from the date of death or permanent incapacity. You agree that permanent incapacity will mean that You are unable to operate the Business on a full-time basis for six (6) months. Once You are considered to be permanently incapacitated, You or Your legal representative must transfer the Business as provided for above.

12.03. Operation by a Business Organization. You may sign this Agreement as the franchisee if all of the following conditions are met:

A. You must conduct no business other than that of Your Wireless Zone® franchise.

B. A 51% Owner must actively manage You and own, control, and direct its operations, either through binding written agreements, governing documents, or voting power. In addition, The persons You represent to WZ LLC to be Your Owners must continue to own all of the ownership interests in You, subject transfers effected in the manner permitted under Section 12.02, and they must actively manage You, and own, control, and direct its operations, either through binding written agreements, governing documents, or voting power.

C. Each of Your Owners must meet WZ LLC's standards and each Owner must personally guarantee performance of all of Your obligations under this Agreement and agree to perform all provisions of this Agreement by signing WZ LLC's then-current form of Guaranty of Performance. All Owners who did not sign a Guaranty of Performance at the date of this Agreement, must submit an accurate and complete franchise application to WZ LLC and must meet WZ LLC's then-current requirements for new franchisees.

D. You must provide WZ LLC with copies of all of Your governing documents (articles of incorporation or organization, bylaws, stock certificates or membership certificates, agreements among Owners, etc.).

E. Your governing documents must recite that the issuance and assignment of any ownership interest (i.e., corporate stock, partnership or membership interests) are restricted by the terms of this Agreement.

F. You must be in good standing in the state of Your incorporation or formation, and must be qualified to do business and in good standing in the state in which Your Business is located, if applicable because it was not incorporated or formed in that state. You must provide WZ LLC with good standing certificates upon WZ LLC's request.

G. You must promptly notify WZ LLC of any proposed ownership changes in You or in Your governing documents and obtain WZ LLC's consent to a Transfer (subject to the provisions of Section 12.02) of a majority of the ownership interest in You. A change in majority ownership effected cumulatively in more than one transaction is a Transfer. In such event, You must sign the then-current franchise documents for the remaining Term, or at WZ LLC's option, You may enter into an assignment and assumption of this Agreement; and in either event You must assume responsibility for all existing liabilities. You must pay WZ LLC the then-current transfer fee. If any new individual approved by WZ LLC acquires an interest in You during the Term, the individual must sign WZ LLC's then-current Guaranty of Performance as required by Section 12.03.C.

H. At all times during the Term, the lease and legal and beneficial title to the assets of the Business must be in Your name. Failure to comply with this Section 12.03 is a default of this Agreement and may result in immediate termination of this Agreement without opportunity to cure under Section 14.01.B.

I. You may not operate the Business under the name of another Business Organization or transfer this Agreement and/or Your assets and liabilities to another Business Organization, even when it is owned by the same persons and in the same percentages as own You, unless You follow the requirements of this Section 12.03, for each Business Organization, as applicable. You must pay WZ LLC the then-current transfer fee. The other Business Organization will have the right to operate the Business for the remaining term left under this Agreement.

13. STEP-IN RIGHTS AND BUY-OUT OPTION

13.01. Step-In Rights. If, at any time during the Term, WZ LLC determines that the operation of the Business is in jeopardy, or if there is a Triggering Event, then WZ LLC will have the right but not the obligation to enter into immediate possession of the Store and to operate the Business until WZ LLC, in its sole discretion, determines that the Business is no longer in jeopardy. You acknowledge that this right to "step-in" is necessary to preserve the value and integrity of the Wireless Zone® System, and You authorize WZ LLC to exercise the rights described here. You will reimburse WZ LLC for all costs incurred when exercising step-in rights. You will indemnify and hold harmless WZ LLC, its officers, directors, agents, representatives, affiliates and subsidiaries, or anyone else acting on WZ LLC's behalf, against any claims, actions, losses, damages, harms and liabilities, including reasonable attorney's fees, incurred by WZ LLC as the result of WZ LLC exercising its step-in rights under this Agreement.

13.02. Buyout Rights. In the event of the occurrence of a Triggering Event, WZ LLC will have the irrevocable option, but not the obligation, to purchase substantially all of the assets of the Business and to receive assignment of Your lease, on the terms set forth in Sections 13.03 and 13.04, and You commit that You will use Your best efforts, and take such actions, as necessary to consummate a sale on these terms. In the event WZ LLC seeks to enforce its buyout rights in a bankruptcy, receivership or other insolvency-related proceeding, You agree and consent to forever waive any objection to any sale, including a sale conducted under Section 363 of the Bankruptcy Code.

13.03. Purchase of Assets. WZ LLC may exercise the option granted in Section 13.02 by providing notice to You, within thirty (30) days after occurrence of the Triggering Event, that it elects to exercise its buyout rights. You will then be obligated to sell to WZ LLC all of the furnishings, equipment, signs, fixtures, accounts, franchise rights, supplies, inventory, and other assets of the Franchise, excluding only cash, cash deposits, and accounts receivable, in consideration for payment to You of the Purchase Price. The Purchase Price will be paid to You by ACH at the closing of the purchase; provided, however, that while WZ LLC will not be obligated to assume any of the liabilities of the Business, if WZ LLC does elect to assume any of the liabilities of the Business, it will then reduce the cash paid for the purchase by an amount equal to the liquidated value of the liabilities assumed. To the extent WZ LLC elects not to assume any liabilities of the Business, You must pay or otherwise satisfy these liabilities at or before the closing of the purchase. If You have not paid some of those liabilities prior to the closing, WZ LLC may pay any such liabilities directly at the closing and subtract the amount thereof from the amount paid to You at the closing.

A. You will, at WZ LLC's option, assign to WZ LLC at the closing any interest which You have in any lease or sublease for the premises in which the Business is operated and cooperate in securing any approvals that may be required to transfer the lease or sublease. Assuming You have paid all rent due under the lease or sublease and are not otherwise in default of the lease or sublease as of the closing of the purchase, if the landlord does not release You from liability under the lease or sublease, WZ LLC will indemnify You for all future liability under the lease or sublease. If You are in default of the lease or sublease as of the closing of the purchase, You will indemnify WZ LLC against all costs incurred, including legal expenses, to cure Your defaults and to effect assignment of the lease or sublease.

B. If WZ LLC exercises its rights under Section 13.02, You will execute a purchase agreement in a form prescribed by WZ LLC, agreeing to transfer the assets of the Business to WZ LLC, free and clear of all liens and encumbrances. That purchase agreement will include representations, warranties, and covenants as are typical for the sale of a business, including representations from You that the assets are in good condition, that all inventories are new and saleable, that all assets are owned by You free and clear of all liens and encumbrances, and that You have operated the Franchise in compliance with all laws.

C. The sale will be consummated as soon as possible following WZ LLC's submission of a purchase agreement to You, but in no event more than thirty (30) days following submission of that agreement. At the closing of the purchase, You will deliver such lien releases, bills of sale, assignments and other documents and instruments which WZ LLC deems necessary in order to perfect WZ LLC's title and possession in and to the assets being purchased.

13.04. Definitions.

A. "Purchase Price" means a multiple of one (1) times Your Gross Profit for the twelve (12) full calendar months preceding WZ LLC's notice of the exercise of its option; plus an additional amount equal to the fair market value of the tangible assets included in the sale, which value will be determined as follows: (i) equipment, fixtures, furniture and signs will be valued at cost less depreciation at the rate of two percent (2%) per month; and (ii) all materials, supplies and inventory will be valued at cost.

B. **"**Triggering Event" means the following:

1. You commit any default under the terms of this Agreement and do not cure the default within thirty (30) days following notice from WZ LLC;

2. This Agreement is terminated, for any reason, regardless of the cause of termination;

3. This Agreement expires and You are either not eligible for the Renewal Options set forth in Section 5.02, or fail to exercise that option;

4. You abandon the Franchise for any period of time, which shall include without limitation You ceasing to operate the Business five (5) separate business days within any twelve (12) month period or for three (3) consecutive days;

5. You have not paid Your monetary obligations to WZ LLC or any other third parties when they are due, and such payments are more than ten (10) days overdue;

6. You do not remove any liens or encumbrances that have been placed against the Franchise without WZ LLC's consent within thirty (30) days after You become aware of the lien or encumbrance;

7. You fail to achieve the minimum activation level per month prescribed in the Operations Manual for any three consecutive months, as calculated by WZ LLC and its Provider; or

8. You fail to achieve a Gross Profit for any calendar year of at least sixty thousand dollars ($60,000).

13.05. Non-Exclusive Remedies. WZ LLC's exercise of its Step-In rights under Section 13.01 and its buyout rights under Section 13.02 are not mutually exclusive. Further, WZ LLC is not obligated to exercise its Step-In rights under this Section as a precondition to exercising its buyout rights under Section 13.02. WZ LLC's decision to step-in under Section 13.01 does not waive or release any other rights or remedies which WZ LLC may have under this Agreement or at law or in equity, including its right to buyout the Business under Section 13.02.

14. DEFAULT AND TERMINATION

14.01. Immediate Termination. If any of the following occur, You agree and acknowledge that WZ LLC has the right to immediately terminate this Agreement without an opportunity to cure upon Your receipt of written notice from WZ LLC:

A. You or an Owner of You who has personally guaranteed the performance of all obligations under this Agreement ("Guarantor"), file bankruptcy, become debtors under an involuntary bankruptcy proceeding, are subject to a receivership proceeding, adjudicated insolvent by any judicial or administrative proceeding, or enter into any insolvency arrangement unless You and/or Guarantor (i) promptly undertake to assume or reaffirm the obligations under this Agreement or to the extent permitted, their guarantee; (ii) promptly comply with all conditions as legally may be imposed by WZ LLC upon such an undertaking to assume or reaffirm this Agreement or guarantee; (iii) promptly comply with such other conditions and provide such assurances as may be required in relevant provisions of the applicable bankruptcy or insolvency law; and (iv) in the case of a Guarantor, also promptly provide replacement guarantees or security as may be required by WZ LLC; provided, however, that the parties acknowledge that this Agreement constitutes a personal service contract and that WZ LLC has relied to a degree and in a manner material to this Agreement upon Your personal promises and/or Your directors, officers, shareholders, members, or partners, as the case may be, to participate personally on a full-time basis in the management and operation of Your Store, and consequently, the parties agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Agreement will be void. For purposes of this Section 14.01.A, "insolvent" means that total liabilities exceed total assets, or that You or Guarantor are unable to pay obligations as they come due. Insolvency may be established by applicable law, reference to financial statements or by the payment history established with creditors.

B. You or an Owner of You, Transfer, or attempt to Transfer, without satisfying all conditions imposed under this Agreement, including seeking and receiving WZ LLC's and WZ LLC's Provider's prior written consent, or You issue equity interests in You without WZ LLC's prior written consent.

C. You abandon the Business or cease to operate it for three (3) consecutive business days or five (5) separate business days (which can be non-consecutive) without WZ LLC's prior written consent within any twelve (12) month period, or forfeit or lose the right to transact business in the jurisdiction where Your store is located.

D. You or an Owner of You commit an act or conduct Yourself so as to substantially impair or jeopardize the goodwill of the Trademarks, the System, the Wireless Zone® brand or WZ LLC, or other Wireless Zone® franchisees, including sharing amounts paid to You with another Wireless Zone® franchisee or other third party.

E. You or an Owner of You engaged in fraudulent conduct or conduct that WZ LLC reasonably believe is likely to have an adverse effect on the System, the Trademarks, the Wireless Zone® brand, WZ's relationship with its Provider or vendors, or the goodwill associated with any of the same, or are convicted or plead no contest to: (i) a felony or misdemeanor that relates to the operation of Your Business; or (ii) a felony or misdemeanor that involves moral turpitude, or any other crime or offense that WZ LLC believes is reasonably likely to have an adverse effect on the System, the Trademarks, the Wireless Zone® brand, WZ LLC's relationship with its Provider and vendors, or the goodwill associated with any of the same.

F. You or an Owner of You violate any covenant of confidentiality or non-disclosure contained in this Agreement, the Operations Manual, or any applicable agreement between WZ LLC or You or an Owner of the Business Organization and WZ LLC's Provider and vendors.

G. You or an Owner of You open, hold an interest in, or are employed in a business similar to the Business in violation of Section 16.01.

H. You, or Your agents and employees, do not report or record all sales, or if audits of the Franchise reveal a pattern of understatement of Gross Revenue or Gross Profits, or if You otherwise engage in fraudulent or dishonest conduct, including but not limited to: maintaining false books or records, submitting false or misleading information or data to WZ LLC in applications, statements or reports, and entering false or misleading information into the point-of-sale system.

I. You or an Owner of You provided WZ LLC with false information, whether written or oral, or omitted material information in, or in connection with, Your initial application, any renewal process, or in connection with receiving or seeking to receive any benefit from WZ LLC or its affiliates.

J. WZ LLC and its Provider fail to approve a proposed location for Your Store as required under Section 4 within one hundred eighty (180) days after the Effective Date.

K. Your landlord retakes possession of the location for Your Store, an eviction proceeding is filed against You, or You otherwise lose Your right to possession of the location for Your Store.

L. Your Lease expires during the Term and You do not secure a replacement lease or renewal of the lease in accordance with the requirements of Section 4.

M. You receive from WZ LLC four (4) or more defaults notices for violations of this Agreement, or the Operations Manual, or any other agreement between You and WZ LLC, regardless of whether the defaults are cured.

N. WZ LLC terminates a franchise agreement between You and WZ LLC, or between the Owners of You and WZ LLC, or between an affiliate or subsidiary of You and WZ LLC if the termination is for cause.

O. You or an Owner of You breach the provisions of Section 14.04 concerning Anti-Terrorism Laws.

P. WZ LLC's Provider withdraws its authorization for You to act as WZ LLC's subagent for Provider's products and services.

Q. You fail to take all actions required by WZ LLC to reduce or eliminate the risk of a data security breach, or You fail to notify WZ LLC of a data security breach, or You otherwise fail to comply with all conditions under Section 11.05.K.

R. You or an Owner of You misuse or make any unauthorized use of the Trademarks.

S. You breach this Agreement in a manner that is not capable of being cured.

T. You withhold WZ LLC's access to any accounting or financial systems or any data contained therein, revoke any electronic-funds transfer or direct debt authorization granted to WZ LLC, or initiate any stop payments against WZ LLC.

14.02. Termination After Failure to Cure. Other than for defaults identified in Section 14.01, if You breach this Agreement such breach shall constitute a default and WZ LLC will provide You notice and an opportunity to cure. The time to cure any default will begin upon WZ LLC's issue of written notice to You that a breach has occurred. If a default under this Section 14.02 would also constitute grounds for immediate termination under Section 14.01 then WZ LLC has the right and option to immediately terminate, notwithstanding any cure period specified below.

A. If You fail either to provide WZ LLC correct identifying information or promptly update WZ LLC with: (i) Your bank account information as required by Section 11.01, or (ii) Your legal name as required by Section 12.03, the time to cure in either case will be ten (10) calendar days.

B. If Your legal existence ceases during the Term the cure period will be ten (10) calendar days.

C. If You fail to comply with the Operations Manual or to operate the Franchise in accordance with the requirements of the System or with such other policies and programs as WZ LLC may promulgate, the time to cure will be thirty (30) calendar days.

D. If You fail to achieve WZ LLC's minimum monthly sales and performance standards under Section 10.02.B and the Operations Manual, the time to cure will be two (2) consecutive months of operation.

E. If You fail to pay to WZ LLC any sums due and owing under this Agreement or any other agreement with WZ LLC or its affiliates, the time to cure will be ten (10) calendar days.

F. If You default under the terms of any agreement with a third-party lender referred to You by WZ LLC, including but not limited to payment defaults, the time to cure will be ten (10) calendar days.

14.03. Cause. You agree that all defaults described in Section 14.01, and all defaults that remain uncured after expiration of the applicable time period in Section 14.02 or any other provision of this Agreement, are material breaches of this Agreement and constitute "good cause" for WZ LLC to exercise its right to terminate this Agreement.

14.04. Anti-Terrorism Laws. You and the Owners of You, will comply, and assist WZ LLC, to the fullest extent possible, in WZ LLC's efforts to comply with Anti-Terrorism Laws (as defined below). You and the Owners of You certify, represent, and warrant that none of Your or their property or interests is subject to being blocked under, and that You and they otherwise are not in violation of, any of the Anti-Terrorism Laws of the United States. "Anti-Terrorism Laws" means Executive Order 13224, issued by the President of the United States, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (Public Law 107 56), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority, addressing or in any way relating to terrorist acts and acts of war. You and the Owners of You: (i) have not been designated as a "Specially Designated National and Blocked Person" or other banned or blocked person, entity, nation, or transaction under the Executive Order, the USA PATRIOT Act or any other law, order, rule, or regulation, (ii) are currently in compliance with and will at all times during the Term (including any extension thereof) remain in compliance with Executive Order 13224, the USA PATRIOT Act and regulations of the Office of Foreign Assets Control of the United States Department of the Treasury and any statute, executive order and other governmental action relating thereto; and (iii) are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Any violation of the Anti-Terrorism Laws by You or the Owners of the You, or any blocking of

Your or Your Owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Agreement.

15. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION

15.01. Your Obligations. Upon the expiration or termination of this Agreement for any reason, You will peacefully leave the Store premises to the possession of WZ LLC, without any formal demand or notice to You, unless WZ LLC notifies You expressly that it will not assume the operation of Your Store. In addition, upon expiration or termination, You will immediately:

A. Pay all WZ LLC Royalty fees and all other charges or money owed to WZ LLC, including without limitation charge-backs, warehouse account balances, interest charges and indemnity obligations.

B. Reimburse WZ LLC for any Provider charge-backs for signs and Store build-out allowance, including any out-of-pocket expenses.

C. Pay all rents due to Your landlord through the expiration or the date of termination of this Agreement.

D. Establish a reserve (which may include using trailing Commissions and Residuals, and based on historical data) to be held by WZ LLC for charge-backs incurred during the six (6) month period following termination or expiration (the "Reserve"). WZ LLC will have the right to offset against the Reserve all amounts that You owe to WZ LLC.

E. Cease to hold Yourself out as a Wireless Zone franchisee, and cease to use the Trademarks, System and System materials, including the trade dress, and cease all forms of advertising, including meta tags, links and frames. Continued use of the Trademarks and/or the System, including the trade dress, subsequent to expiration or termination subjects You to damages for infringement, which WZ LLC may collect at Your cost and expense under applicable law. Due to the fact that such damages are difficult to calculate, You agree that for each day You infringe upon the Trademarks and/or the System, including the trade dress, WZ LLC is entitled to one thousand dollars ($1,000) as liquidated damages and not as a penalty. The foregoing liquidated damages are a reasonable pre-estimate of WZ LLC's actual damages in the event of such infringement.

F. Return all copies of the Operations Manual, all other manuals, books, forms, invoices and other documentation, or signs, kiosks, displays, and any other materials containing the Trademarks or otherwise identifying or relating to a Wireless Zone® location and materials bearing trademarks of the Provider.

G. Return, in good and usable condition, all signs, kiosks and displays and any other items that are owned by WZ LLC. You hereby appoint WZ LLC as Your attorney-in-fact to remove these signs, kiosks, displays and other property of WZ LLC. You may, at WZ LLC's election, be responsible to WZ LLC for the entire cost of any signs, kiosks, displays and other items owned by WZ LLC and for their removal and return to WZ LLC. You hereby ratify and approve all acts of WZ LLC as Your attorney-in-fact under this Section 15.01.G and Sections 15.01.I and 15.01.L below. This power, being coupled with an interest, is irrevocable during the Term and post termination where required by this Agreement.

H. At the option of WZ LLC:

1. Remove (or cause to be removed) all privately owned signs, fixtures, displays, inventory and other indicia of Wireless Zone, its Provider, suppliers and vendors from the Store premises.

You agree that should You fail to do so, WZ LLC or a designated agent may enter the Store at any time to do so at Your sole risk and expense and without any liability for trespass, and You agree to allow WZ LLC or its designated agent access to Your Store for such purpose; or

2. Sell the equipment, fixtures, and usable inventory to WZ LLC at their fair market value, as WZ LLC may reasonably determine. You will also transfer all transferable licenses and permits. WZ LLC will not be liable for payment to You for licenses, permits, customer information or goodwill.

I. At the request of WZ LLC, transfer, at Your cost, all telephone, facsimile, Internet numbers, domain names and e-mail addresses in use or owned by You on the date of termination to WZ LLC (or such other party nominated by WZ LLC) and inform any directory of the transfer. Where no such request is made, You will promptly cancel and discontinue use of the telephone, facsimile and/or Internet numbers(s) and addresses which served Your Store at the time of termination or expiration and delete any listings for the Store's location wherever located, including directories on the Internet. You will de-install any of WZ LLC's proprietary software and allow WZ LLC access to Your computer system for removal of customer and other data files. You hereby constitute and irrevocably appoint WZ LLC, under the terms of this Agreement, with full power of substitution and revocation by WZ LLC, as Your true and lawful attorney-in-fact, to the full extent permitted by law to cancel, terminate, assign, discontinue or take any and all lawful action for all telephone, facsimile, Internet numbers, domain names and e-mail addresses which serve Your Store, including, without limitation, the power to take the steps as, in the opinion of WZ LLC, may be necessary to delete Your listing or advertising in any directories and to terminate any other listing which indicates that You are or were affiliated with the Wireless Zone® System. You will indemnify and hold harmless each telephone company, directory publisher, Internet provider and other person or entity against all costs, damages, attorneys' fees, expenses and liabilities which may be incurred or sustained in connection with or as a result of any action taken in reliance on the foregoing power of attorney.

J. Cooperate with WZ LLC in providing records of the Business and disclosing all other pertinent information.

K. Return all customer files to WZ LLC.

L. Sign all documents which WZ LLC may reasonably require to evidence the termination of this Agreement and the termination of Your rights to use the Trademarks and System. This may include a general release of WZ LLC, its affiliates, stockholders, officers, directors, employees, agents, and representatives in their respective corporate and individual capacities. You will also, as requested by WZ LLC, take all such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to Your use of the Trademarks. You appoint WZ LLC as Your attorney-in-fact, with full power and authority, to take all such action(s) and to sign all necessary documents on Your behalf. You hereby ratify and approve all acts of WZ LLC as Your attorney-in-fact. This power, being coupled with an interest, is irrevocable during the Term and post termination where required by this Agreement.

M. Repay any Marketing Development Funds that the Provider offered, and You received, if You close Your Store within a time period specified by Provider. You will also repay a pro rata portion of any Marketing Development Funds You received, based on Your shortfall, if You fail to achieve the minimum number of net activations of Postpay service that Provider requires that You achieve during Your initial period of operation. "Marketing Development Funds" means an amount offered by Provider to WZ LLC and extended by WZ LLC to You to be applied to the cost of signage for Your Store. You acknowledge and agree that Marketing Development Funds may be offered by the Provider, and extended by WZ LLC to You, but are not guaranteed; and that if You accept Marketing Development Funds, if offered, receipt is subject to Provider's conditions.

N. Return or dispose of all Your computer equipment containing Confidential Information, including sanitizing, or destroying all copies of Confidential Information (such as backup and archival copies in any electronic form) and any Confidential Information provided to You, in accordance with any standards WZ LLC may provide to You. You must obtain a certificate of destruction from a vendor WZ LLC approves for proof of properly erasing or scrubbing all data contained in Your computer equipment.

15.02. WZ LLC's Obligation. Upon the transfer or termination or expiration of this Agreement for any reason, WZ LLC will only be obligated to pay You Commissions and Residuals earned by You as of the date of transfer, termination, or expiration, subject to set-off for amounts You owe WZ LLC. You have no right to Commissions or Residuals accruing for any period subsequent to the date of transfer, termination, or expiration.

15.03. Injunctive Relief. WZ LLC will have the right to seek immediate injunctive relief to enforce its rights and Your obligations under this Article 15 and to obtain such injunctive relief without posting bond. You agree that if You violate this Article 15 WZ LLC will suffer immediate irreparable harm and customer confusion. You will pay WZ LLC's attorneys' fees and costs in connection with enforcement of this provision or any other provision of this Agreement. If You violate this provision during the Term, then WZ LLC can terminate this Agreement with immediate effect as described in Section 14.01.

16. NON-COMPETITION AND NON-DISCLOSURE COVENANTS

16.01. Non-Competition.

A. You agree that during the Term, You and each Owner of You and their spouse, any manager of Your Store, and others identified in Section 16.02, will not directly or indirectly engage in, own, hold any interest in, be employed by or be involved in any way with any wireless or wireline communications business and/or entertainment and security products and services business, other than the Store, which offers products and services which are offered as, or are materially similar to, any part of the System. This prohibition against competition will apply to participation in, ownership of, or interest in, all methods of distribution, including, without limitation, mail order sales and Internet sales.

B. You agree that for two years following the termination or expiration of this Agreement for any reason, or from the date of the last breach of this covenant, whichever is later, You and each Owner of You and their spouse, any manager of Your Store, and others identified in Section 16.05, will not directly or indirectly engage in, own, hold any interest in, be employed by or be involved in any way with any wireless or wireline communications business and/or entertainment and security products and services business located at the premises of Your Store, or within a ten (10) mile radius of Your Store or of a then existing franchised or affiliated Store, which offers products and services which are offered as, or are materially similar to, any part of the System. This prohibition against competition will apply to participation in, ownership of, or interest in, all methods of distribution, including, without limitation, mail order sales and Internet sales.

C. If the restrictions stated in this Agreement are found by any court to be unenforceable because they continue too long or extend over too great a geographical area, the restrictions will be interpreted to continue only so long and/or to extend only to the maximum geographical area for which they are found to be enforceable by such court.

D. WZ LLC will have the right to seek immediate injunctive relief to enforce its rights and Your obligations under this Section 16.01 and to obtain such injunctive relief without posting bond. You agree that if You violate this Section 16.01 WZ LLC will suffer immediate irreparable harm and customer confusion. You will pay WZ LLC's attorneys' fees and costs in connection with enforcement of this provision or any other provision of this Agreement. If You violate this provision during the Term, then WZ LLC can terminate this Agreement with immediate effect as described in Section 14.01.

E. The provisions of this Section 16.01 will not prohibit You, any Owner of You or their spouse, or any manager of Your Store, from operating any other franchise which WZ LLC grants or owning less than a two percent (2%) beneficial interest of the outstanding equity securities of any publicly held entity.

16.02. Non-Disclosure; AI.

A. You acknowledge that disclosure of any aspect of the System, or duplication or disclosure of the terms of this Agreement or of the Operations Manual, could harm WZ LLC, You and other franchisees. You agree that at no time during or after the Term will You, any Owner of You and their spouse, any manager of Your Store, and others identified in Section 16.05 (collectively, the "Receiving Party"), disclose or duplicate in any way, or make available, the contents of the Operations Manual, the terms of this Agreement, Trade Secrets or Confidential Information (as defined below) belonging to WZ LLC, or other aspects of the System to any person, corporation or professional advisor, except to Your employees, professional advisors or other persons but only to the extent necessary for the transaction of business by You. You agree that no one will be permitted to hold any materials or copies of or notes concerning any of these materials. All of the above will be returned to WZ LLC immediately upon termination or expiration of this Agreement.

B. The Receiving Party shall not use Confidential Information (as defined below) for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities. Such uses shall be expressly prohibited. The Receiving Party shall not, without the prior written consent of WZ LLC, input any Confidential Information, including any aspect of the System or of the Operations Manual into any generative AI platform, or disclose such information to any provider or source of generative AI services. The Receiving Party shall opt out of allowing any provider or source of generative AI to utilize Confidential Information for training of any AI model or for other purposes.

C. WZ LLC will have the right to injunctive relief to enforce the provisions of this Section and to obtain such injunctive relief without posting bond. You will pay WZ LLC's attorneys' fees and costs in connection with seeking such injunctive relief. You agree that if You violate this Section 16.02 WZ LLC will suffer immediate irreparable harm.

D. "Trade Secrets" means information belonging to WZ LLC or licensed to it, including information in the Operations Manual or otherwise communicated by WZ LLC and proprietary methods of operation, components of the System, technical or non-technical data, marketing plans, and customer, vendor or supplier lists, to the extent such items: (i) derive economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons or entities who can obtain economic value from their disclosure or use; and (ii) are the subject of efforts by WZ LLC that are reasonable under the circumstances to maintain their secrecy. "Confidential Information" means information other than Trade Secrets that belongs to WZ LLC or is licensed by or to it, that is, or may reasonably be construed to be, of a confidential or secret nature, material to WZ LLC, and that is not generally known to the public. Restrictions and obligations under this Section will not apply to any Trade Secrets or Confidential Information after it: (i) becomes generally available to the public through any means other than a breach by You or Your affiliates or Your employees of Your obligations under this Agreement; (ii) is disclosed to You without an obligation of confidentiality by a third party who has a right to make such disclosure; or (iii) can be demonstrated by You to WZ LLC's reasonable satisfaction to have been known by You before the time of its disclosure by WZ LLC to You; or (iv) by operation of law or by an instrumentality of the government, including but not limited to any court, tribunal, or administrative agency, by which You will provide WZ LLC with reasonable advance notice of the disclosure obligation so that WZ LLC may act to prevent or limit the disclosure. You will, at WZ LLC's expense, reasonably assist WZ LLC in any action taken by WZ LLC to limit or prevent a compelled disclosure of Trade Secrets or Confidential Information.

E. You will disclose promptly to WZ LLC any new items, systems, software, services, ideas, concepts, techniques or material concerning the System or the operation of the Store that You or any of Your agents, consultants, or employees create, including promotion and advertising for the Store during the Term. These creations will be deemed works made for hire and WZ LLC will own all rights in them. If these creations do not qualify as works made for hire, by signing this Agreement You assign to WZ LLC ownership of any and all rights in these creations and that You have received appropriate consideration for this assignment. WZ LLC and its franchisees and licensees may use any creations or other information You provide to WZ LLC in any manner in Your relationship with WZ LLC without any compensation to You. This Section will not apply to creations that You establish through credible evidence were developed entirely on Your own time, without assistance of WZ LLC or any other franchisee of WZ LLC, and without incorporation of, reliance on, or reference to WZ LLC or the use of the Store's equipment, supplies, facilities or any Trade Secrets or Confidential Information.

F. You may provide suggestions, comments or other feedback (collectively, "Feedback") to WZ LLC with respect to the System. You agree that WZ LLC may use Feedback for any purpose without liability or compensation to You or obligation of any kind, and hereby grants WZ LLC an irrevocable, non-exclusive, perpetual, fully-paid-up, royalty-free, world-wide license to use the Feedback in connection with any business activities conducted by WZ LLC or WZ LLC's affiliates.

16.03. Non-Circumvent. You may not engage in direct or indirect discussions or negotiations, nor enter into an agency or sub-agency agreement, with any Provider, vendors, or suppliers during the Term and for one (1) year after termination, expiration or non-renewal of this Agreement.

16.04. Legal Relief. In addition to the equitable relief which WZ LLC can seek for a violation of the post-expiration obligations in Article 15 and the non-competition or non-disclosure covenants contained in this Article 16, You acknowledge that WZ LLC is entitled to receive as liquidated damages, and not as a penalty, the amount of one hundred thousand dollars ($100,000) for each violation of Sections 16.01, 16.02, or 16.03, plus attorneys' fees and costs associated with any legal action brought to enforce the covenants contained in this Article 16. You agree that the foregoing liquidated damages are a reasonable pre-estimate of WZ LLC's actual damage in the event of such infringement and not a penalty.

16.05. Application of These Covenants. The above non-competition covenants will apply to You, each Owner of You, officers, directors, and employees and their respective immediate family members, which will mean anyone acting in concert or participation with any of the foregoing. You will obtain an agreement containing provisions restricting disclosure of Trade Secrets and Confidential Information, competition, and providing for the assignment of new developments, to the same extent as set forth in this Agreement including specific identification of WZ LLC as a third party beneficiary of the agreement, with the independent right to enforce it, from each manager of Your Store and any other parties as WZ LLC may request.

17. INDEMNIFICATION. You agree to indemnify, defend and hold harmless WZ LLC, its officers, directors, principals, employees, attorneys and representatives (collectively the "Indemnitees") from and against any and all claims, liabilities or costs incurred by the Indemnitees, including attorneys' fees, (i) in the defense of any claim brought against them, or any action in which they are named as a party, arising out of any action or omission by You or Your employees or agents, (ii) as a result of any activities occurring at the Location or in connection with the operation of the Business, (iii) in connection with any misrepresentation by You in this Agreement, and (iv) as a result of any breach by You of any of the terms of this Agreement or any agreement referenced herein. WZ LLC will have the right to participate in and defend any claim that may be made against it or any of the Indemnitees that is the subject of this indemnification, and You will reimburse WZ LLC for all costs and attorneys' fees it incurs in doing so. This provision will survive indefinitely the termination of this Agreement or the expiration of the Term.

18. GENERAL CONDITIONS AND PROVISIONS

18.01. Titles for Convenience. The titles of the sections and paragraphs are for convenience only and are not a part of the text of this Agreement.

18.02. Entire Agreement. This Agreement, including any incorporated documents, reflects the entire agreement of the parties. All negotiations, commitments, representations, and understandings of the parties which have taken place are merged into this Agreement, provided that You may rely on WZ LLC's representations in the most recent Franchise Disclosure Document WZ LLC delivered to You, including its exhibits and any amendments, in connection with this Agreement. There are no other oral or written understandings or agreements that relate to this Agreement.

18.03. Amendment in Writing. The parties agree that no modification of this Agreement will be valid unless both parties sign such modification in writing, except (i) modifications to the Operations Manual, which will be made solely by WZ LLC, and (ii) any amendments or modifications signed by WZ LLC and by at least eighty percent (80%) of the Wireless Zone® stores in operation as of the date of modification will be binding upon You without Your signature or assent. This Agreement may not be supplemented or otherwise modified, orally or by any course of dealing or performance. Notwithstanding anything set forth in this Agreement to the contrary, WZ LLC may unilaterally modify or otherwise amend the Operations Manual and provide You notice of such changes through electronic communication, posting to a WZ LLC website or such other method as it may determine in its sole discretion.

18.04. Relationship of the Parties.

A. You are an independent contractor and not an agent, partner, employee, or joint venturer of WZ LLC. Unless expressly provided for in this Agreement, WZ LLC will not be obligated to any person because of an agreement, representation or warranty made by You. You will open and maintain all utility and trade accounts, leases, and other obligations in Your name only and not directly or indirectly state or give the impression that WZ LLC or Wireless Zone is responsible for payment of any such obligations. WZ LLC will not be obligated to pay any money or pay for damages to a third party because of Your action, failure to act, negligent act or willful conduct.

B. WZ LLC will not be responsible for the actions of Your Owners, employees, or agents, financially or otherwise, including for any fraud, discrimination, harassment, or other torts allegedly perpetrated by them. WZ LLC will not have any control over Your employees' employment, discharge, pay, work performance, or working conditions.

C. You will be responsible for all loss or damage originating in or in connection with the operation of the Store and from all claims resulting therefrom. You will indemnify and hold harmless WZ LLC, its officers, directors, principals, employees, attorneys, and representatives from and against any claims, liabilities or costs which may be brought against WZ LLC or them because of Your operation of the Store or the actions of Your Owners, employees, or agents, including for any fraud, discrimination, harassment, or other torts allegedly perpetrated by them. This provision will survive indefinitely the expiration or termination, for any reason, of this Agreement.

18.05. Exercise of Business Judgment. Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from WZ LLC, or decision to be made by WZ LLC, may be granted or made by WZ LLC in its sole and exclusive business judgment, which may take into account WZ LLC's assessment of, among other things, the long-term interests of WZ LLC, the System and the Trademarks, without regard to its effect on any individual franchisee or Wireless Zone® store. WZ LLC's business judgment will prevail even in cases where other alternatives may be reasonable, so long as WZ LLC is intending to benefit or is acting in a way that could benefit the System, enhance the value of the Trademarks, increase customer satisfaction, or minimize possible consumer, brand, or location confusion. If WZ LLC's activities or decisions are supported by its business judgment no court or judge or trier of fact, or any other person reviewing those activities or decisions may substitute his, her or its judgment for WZ LLC's judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both WZ LLC and its franchisees taken together, require that WZ LLC have the latitude to exercise its business judgment in administering, managing, and overseeing the System.

18.06. No Set-Offs. You agree that You may not withhold or escrow any amounts due to WZ LLC or set-off any such amounts against any amounts You claim that WZ LLC or its affiliates owe You. The existence of any claim or cause of action that You may have against WZ LLC will not constitute a defense or bar to the enforcement of any of the provisions of this Agreement and must be pursued by You through separate court action.

18.07. Mediation. Except as set forth in this first paragraph of Section 18.07, and in Section 18.09, You and WZ LLC agree to enter into mediation of all disputes involving this Agreement or any other aspect of the relationship between the parties, for a minimum of four (4) hours, prior to initiating any arbitration or legal action against the other. Notwithstanding this provision, You acknowledge that certain violations of this Agreement represent a potentially irreparable harm to the System and to WZ LLC's and its franchisees' goodwill and that, WZ LLC, and only WZ LLC, will not be obligated to mediate under this Section 18.07, where WZ LLC initiates any legal action arising out of such violations, including any breach of Sections: 14.01.B (improper transfer), 14.01.C (abandonment of the franchise), 14.01.D (trademark impairment or infringement), 14.01.E (impairment of goodwill or fraud), 14.01.F (violating of confidentiality covenants), or 14.01.G (violation of non-compete), regardless of whether such action includes a claim for equitable relief. Therefore, You agree that in the event of Your breach or threatened breach of any the foregoing terms of this Agreement, WZ LLC shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or compelling specific performance without showing or proving irreparable harm (which You hereby acknowledge shall exist in such event) and without posting any bond or security.

A. The party receiving a written notice of intent to mediate must propose a mediation service within ten (10) days of receipt. If the receiving party does not propose a mediation service within the required timeframe, the initiating party may select a mediation service or proceed with legal action without further attempts to mediate. If You or WZ LLC selects a mediation service that is unwilling to serve as the mediator, then the other party may select the mediation service. Once designated the mediation service will schedule the mediation proceeding within thirty (30) days at a time mutually convenient to the parties. If You and WZ LLC cannot agree on a date for mediation, then the mediation service will select a date it believes is reasonable for both parties. The mediator will be required to have at least ten (10) years of experience as either a franchisee or franchisor (or as an officer of such an entity) or in franchise law. You and WZ LLC will equally share the cost of the mediator. The mediator will select the location for the mediation, but unless You and WZ LLC both agree otherwise, the mediation will be held in a metropolitan area with at least two hundred fifty thousand (250,000) persons that is not located within two hundred (200) miles of either Your principal office or WZ LLC's principal office.

B. Except as specifically permitted above, if a party initiates litigation without complying with the obligation to mediate in accordance with this paragraph (unless the other party has failed to respond on a timely basis or has indicated it will not engage in mediation in accordance with the provisions of this Section 18.07), then that party is in violation of this Agreement, and the other party may petition the court to dismiss the litigation without prejudice, and award attorneys' fees and costs to the party seeking dismissal in an amount equal to the attorneys' fees and costs the party seeking dismissal incurred. If the court refuses to dismiss the action but does not find this Section 18.07.B to be invalid, then regardless of the outcome of the action, or of any award given in the action, the party initiating the litigation will be responsible for all attorneys' fees and costs incurred throughout the litigation by the other party as damages for failing to comply with the provisions of this Section 18.07.

18.08. Governing Law. This Agreement will be governed by and interpreted by the laws of the State of Indiana.

18.09. Injunctive Relief. You agree that WZ LLC will have the right to seek injunctive relief to (i) enforce its right to terminate this Agreement for the causes listed in Sections 14.01 and 14.02, and (ii) prevent or remedy a breach of this Agreement if that breach could, in the sole judgment of WZ LLC, materially impair the goodwill associated with WZ LLC's business, including, but not limited to the enforcement of Your obligations upon termination of this Agreement and the enforcement of the non-compete and confidentiality provisions of this Agreement. If WZ LLC brings such an action, it may bring the action in any appropriate forum, and may seek the entry of temporary restraining orders, and temporary and permanent injunctions, enforcing these provisions.

18.10. Arbitration. Except insofar as WZ LLC elects to enforce this Agreement by judicial process and injunction as set forth in Sections 18.07 and 18.09, all disputes and claims arising out of or relating to this Agreement or any provision of this Agreement, or to any specification, standard or operating procedure of WZ LLC, or to the breach thereof (including, without limitation, any claim that this Agreement, any provision thereof, any specification, standard or operating procedure or any other obligation that You or WZ LLC has under this Agreement is illegal, unenforceable or voidable under any law, ordinance or ruling), shall be arbitrated in an arbitration administered by the American Arbitration Association before a single arbitrator with a locale of arbitration within fifteen (15) miles of Indianapolis, Indiana, in accordance with the United States Arbitration Act (9 U.S.C. 1 § 1 et. seq.), if applicable, and the rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise agreements, if any, and otherwise, the general rules of commercial arbitration).

A. The arbitrator appointed to arbitrate a dispute governed by this Section 18.10 must have at least ten (10) years' experience in franchise matters.

B. The arbitrator must follow the applicable substantive law and the requirements, waivers, and limitations of this Agreement. The arbitrator will have no authority to add, delete or modify in any manner, the terms, and provisions of this Agreement. If an arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. All findings, judgments, decisions, and awards of the arbitrator must be limited to the dispute or controversy set forth in the written demand for arbitration and response to that demand. The arbitrator may award or include in any award the specific performance of this Agreement to the extent that specific performance was included in the demand or response of the party for whom the specific performance is proposed to be awarded. The arbitrator may not award any relief that was not specifically requested by the parties prior to the start of the arbitration hearing. The arbitrator must file a reasoned brief with his or her award.

C. If there is any dispute as to whether a particular claim or matter is subject to arbitration, and the matter relates to an issue for which WZ LLC sought an injunction in accordance with the provisions of Sections 18.07 or 18.09, the arbitrability of the claim shall be determined by the court that would otherwise hear the motion to issue the injunction. In the case of a dispute as to the arbitrability of any other claim brought by either party against the other, the decision as to whether or not the claim is subject to arbitration shall be made by the arbitrator appointed in accordance with this Section 18.10.

D. Any award from the arbitrator may be appealed under the then-current Optional Appellate Arbitration Rules of the American Arbitration Association.

E. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The award shall be binding, final and non-appealable except as permitted under Section 18.10D or for failure of the arbitrator to meet the requirements of this Section 18.10. Unless this Agreement is terminated in accordance with the provisions of Section 14, during the pendency of the arbitration proceeding, You and WZ LLC will fully perform this Agreement.

F. If, after You or WZ LLC institutes an arbitration proceeding, one or the other asserts a claim, counterclaim or defense, the subject matter of which, under statute or current judicial decision is non-arbitrable for public policy reasons, the party against whom the claim, counterclaim or defense is asserted may elect to proceed with the arbitration of all arbitrable claims, counterclaims or defenses, or to proceed to litigate all claims, counterclaims or defenses in the state or federal courts of Indiana.

G. Unless agreed to in writing by You and WZ LLC, any and all proceedings will be individual proceedings between You and WZ LLC, and will not be conducted on a "class basis," or include any of WZ LLC's other franchisees, or any other person or entity, as named parties. You therefor acknowledge and agree that no proceedings, including any mediation, arbitration, suit, claim, demand or petition for injunctive relief or specific performance that may be brought or filed against WZ LLC or any of its affiliates, may proceed as a class action, may be joined with another claim brought by any other person or entity or may proceed on the grounds that such proceeding is brought in a representative capacity for any third party. Without limiting the foregoing, You specifically agree that You may not consolidate any dispute of a claim held by any other franchisee, individual or entity. You and WZ LLC both agree not to pursue any class actions against the other, and You and WZ LLC each waive the right to proceed in any permitted litigation on a class action basis.

H. You represent that the sole entity against which You will seek damages or any remedy in law or equity for any claim arising out of or relating to this Agreement is WZ LLC and You further represent that You will not name the shareholders, directors, officers, affiliates, parents, subsidiaries, employees, and agents of WZ LLC as a party in any arbitration or legal action commenced by You. WZ LLC has relied upon these representations in executing this Agreement. If You violate this Section 18.10.H, You shall pay all costs and attorney's fees incurred by the party You improperly named in said claim.

18.11. Limitations on Actions. You agree that if You have any claim or cause of action against WZ LLC, You must initiate arbitration (or litigation if not otherwise precluded by the arbitration provisions of Section 18.10) against WZ LLC within one (1) year of the occurrence of the facts which gives rise to the claim.

18.12. Attorneys' Fees. If WZ LLC secures any relief against You in enforcing this Agreement, or is successful in defending a claim You bring against it in any legal or equitable action, You will pay to WZ LLC, upon demand, an amount equal to the aggregate of WZ LLC's costs of obtaining such relief and defending such claim, including without limitation, WZ LLC's reasonable attorneys' fees.

18.13. WAIVER OF PUNITIVE DAMAGES. YOU AND WZ LLC HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES AND AGREE THAT IF THERE IS A DISPUTE BETWEEN YOU AND WZ LLC, EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH PARTY WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED.

18.14. WAIVER OF JURY TRIAL. YOU AND WZ LLC HEREBY IRREVOCABLY WAIVE TRIAL BY JURY ON ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, BROUGHT BY YOU OR BY WZ LLC.

18.15. Waiver of Collateral Estoppel. You and WZ LLC agree to settle, mediate, litigate, arbitrate, or compromise disputes with third parties, without having the disposition of such disputes directly affect the contract or relationship between You and WZ LLC. You and WZ LLC therefore each agree that a decision of an arbitrator or court of law in a dispute to which one of us is not a party will not in any manner prevent the other party from making similar arguments, or taking similar positions, in any subsequent action between You and WZ LLC. You and WZ LLC therefore waive the right to assert that principals of collateral estoppel prevent either of us from raising any claim or defense in an action between You and WZ LLC as a result of one of us having lost a similar claim or defense in another action.

18.16. Notices. Except as otherwise set forth in this Agreement, You agree that all written notices which are required by this Agreement will be considered delivered three (3) days after being placed in the U.S. Mail, by certified mail, return receipt requested or one (1) day after being sent by Federal Express or other receipted overnight courier service, if they are sent to the address for each party cited at the beginning of this Agreement or to another address, as long as the party with the changed address has notified the other party in writing in accordance with this Section 18.16 and, in all cases to a physical address to which a nationally recognized overnight courier delivery service will deliver (and not, for example, a post office box). Notwithstanding the foregoing, rejection, or refusal to accept any notice, or the inability to deliver any notice because of a changed address of which no notice was given under this Section 18.16, will be deemed receipt of the notice.

18.17. General Waivers. No waiver by WZ LLC or You of any provision of this Agreement will be binding unless it is in writing and signed by the party purporting to grant the waiver. No failure by either WZ LLC or You, at any time, or from time-to-time, to enforce the strict keeping and performance of any term or condition of this Agreement, nor any action or course of dealing or performance by either party not consistent with the terms and conditions of this Agreement, will constitute a waiver of any such term or condition, or any other term or condition, at any future time, and will not prevent such party from insisting on the strict keeping and performance of such terms and conditions, and all other terms and conditions, at the same and all later times.

18.18. Force Majeure. Except for Your obligation to pay any WZ LLC Royalty or other payments under this Agreement, neither party will be liable to the other for failure to perform under this Agreement, in whole or in part, when the failure is due to governmental restrictions, failure of utilities, strikes, labor troubles, riots, storms, fires, explosions, floods, wars, embargoes, blockades, legal restrictions, insurrections, acts of God or any other cause similar thereto which is beyond the reasonable control of the parties. If there is a delay, the time for performance will be extended by a period of time equal to the delay if the extension is reasonably needed.

18.19. No Substitution of Business Judgment. Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from WZ LLC, or decision to be made by WZ LLC, may be granted or made by WZ LLC in its sole and exclusive business judgment, which may take into account and consider WZ LLC's assessment of, among other things, the long term interests of WZ

LLC, the System and the Trademarks, without regard to its effect on any individual franchisee or Wireless Zone® store. In cases in which WZ LLC agrees to use its "reasonable business judgment," reasonable business judgment means that WZ LLC's determination will prevail even in cases where other alternatives are also reasonable, so long as WZ LLC is intending to benefit or is acting in a way that could benefit the System by enhancing the value of the Trademarks, increasing customer satisfaction, or minimizing possible customer, brand, or location confusion. WZ LLC will not be required to consider Your particular economic or other circumstances or those of other Wireless Zone® franchisees when exercising its reasonable business judgment. You and WZ LLC recognize and agree, and any arbitrator, judge or other trier of fact is affirmatively to be advised, that if WZ LLC's activities or decisions are supported by its business judgment, such arbitrator, judge or trier of fact, and any other person reviewing those activities or decisions may not substitute his, her or its judgment for WZ LLC's judgment, in recognition of the fact that the long-term goals of a franchise system, and the long-term interests of both WZ LLC and all Wireless Zone® franchisees taken together, require that WZ LLC have the latitude to exercise its reasonable business judgment in administering, managing and overseeing the System.

18.20. WARRANTY DISCLAIMER. YOU AGREE THAT WZ LLC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, FOR ANY OF THE SIGNS, FIXTURES, DISPLAYS, FURNISHINGS, KIOSKS, DÉCOR, EQUIPMENT, PRODUCTS, SUPPLIES AND MATERIALS USED IN CONNECTION WITH YOUR STORE (COLLECTIVELY REFERRED TO AS THE "MATERIALS") UNLESS SPECIFIED IN THIS FRANCHISE AGREEMENT. WZ LLC MAKES NO WARRANTY OF MERCHANTABILITY OF THE MATERIALS, NOR OF THE FITNESS OF THE MATERIALS FOR ANY PARTICULAR PURPOSE. ORAL STATEMENTS MADE BY WZ LLC'S EMPLOYEES OR AGENTS, OR STATEMENTS CONTAINED IN WZ LLC'S OPERATIONS MANUAL OR PRINTED MATERIAL OR ANY PROVIDER'S GENERAL ADVERTISING OR PRINTED MATERIAL, DO NOT CONSTITUTE WARRANTIES AND YOU AGREE THAT YOU DO NOT RELY UPON THEM.

18.21. Statutory Notice Provisions. To the extent the provisions of this Agreement provide for periods of notice less than those required by applicable law or provide for termination, cancellation, nonrenewal, transfer or succession other than in accordance with applicable law, such provisions will, to the extent they are not in accordance with applicable law, be superseded by such law, but only to the extent they are otherwise inconsistent with such law.

18.22. WZ LLC as Your Attorney-in-Fact. You appoint WZ LLC to serve as Your attorney-in-fact to negotiate all Provider contracts, cooperative advertising and market development fund arrangements, and other vendor or industry agreements affecting segments of, or the entire Wireless Zone® System. If You are a conversion franchisee, You authorize WZ LLC to receive all existing and future cooperative advertising and market development funds, Residuals and Commissions attributable to Your business operation and You appoint WZ LLC as Your attorney-in-fact to sign the vendor documentation to evidence the transfer of all these funds. You will assist WZ LLC in securing all information as WZ LLC may request and authorize the vendors to release information about You and Your Store to WZ LLC. You hereby ratify and approve all acts of WZ LLC as Your attorney-in-fact. This power, being coupled with an interest, is irrevocable during the Term and following the termination of this Agreement and expiration of the Term.

18.23. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions of this Agreement will be considered valid and enforceable. If there is more than one party who has signed this Agreement as Franchisee, the obligations of such parties shall be joint and several in each and every respect.

18.24. Survival. Any provision of this Agreement, which contemplates performance of any party following termination of this Agreement or expiration of the Term, including, but not limited to, the non-competition, confidentiality and indemnification provisions of this Agreement, will survive such termination or expiration.

18.25 Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision will not apply the assumption that any of the terms of this Agreement will be more strictly construed against the party preparing the Agreement, as You specifically acknowledge that (i) WZ LLC advised You to obtain legal counsel to review this Agreement, (ii) You obtained all professional advice that You believe is necessary for Your full understanding of the terms of this Agreement and the consequences of those terms, and (iii) You voluntarily sign and enter into this Agreement.

18.26 Counterparts. This Agreement may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument.

19. REPRESENTATIONS AND WARRANTIES

19.01. Franchise Disclosure Document Review. You acknowledge that WZ LLC or its agent has provided You with a Franchise Disclosure Document not later than fourteen (14) calendar days before You signed this Agreement, and fourteen (14) calendar days before any payment of any consideration, or earlier in the sales process if You requested it. You acknowledge that You have read WZ LLC's Franchise Disclosure Document and understand its contents.

19.02. Your Advisors. You acknowledge that You had an opportunity to review this Agreement, and the Franchise Disclosure Document and that You had the chance to consult with an attorney or other professional advisor. You acknowledge that: (i) You received a completely filled in Franchise Agreement at least seven (7) calendar days before You sign this Franchise Agreement, or (ii) the differences were a result of negotiated changes You requested and You had an opportunity to review the changes before signing this Agreement.

19.03. Your Business Acumen. You also confirm Your understanding that the success of the Business licensed by this Agreement is speculative and depends to a large extent on Your ability as an independent businessperson and other factors. You also recognize and acknowledge that You may incur expenses or obligations which this Agreement may not address.

19.04. No Representations of Results. You acknowledge and agree that no salesperson, representative or other person has made any representation regarding the actual or potential sales, income or profit from franchised or company or affiliate-owned Stores other than (i) the information stated in Item 19 of WZ LLC's Franchise Disclosure Document, and (ii) the actual records of an existing Store You considered buying. In fact, You acknowledge that You have entered into this Agreement after making an independent investigation of the Business and of WZ LLC.

This Agreement will not be effective until accepted by WZ LLC as evidenced by the dating and signing of same by an authorized officer of WZ LLC.

IN WITNESS WHEREOF, the parties intending to be bound legally, have signed, and delivered this Agreement as of the Effective Date.

FRANCHISOR:

WIRELESS ZONE LLC

By: ________________________________
[NAME]
[TITLE]
Duly Authorized

Date:____________________________

FRANCHISEE:

By: __________________________________
[NAME]
[TITLE] or [In his/her individual capacity]
Duly Authorized

Date:______________________

EXHIBIT 1

WZ LLC ROYALTY PERCENTAGES

Gross Profit (Bottom)	Gross Profit (Top)	Royalty %	Effective Rate Bottom	Effective Rate Top
-	5,000.00	22%		22.0%
5,000.01	10,000.00	21.5%	22.0%	21.8%
10,000.01	15,000.00	20.5%	21.8%	21.3%
15,000.01	20,000.00	19.5%	21.3%	20.9%
20,000.01	25,000.00	19%	20.9%	20.5%
25,000.01	30,000.00	18%	20.5%	20.1%
30,000.01	35,000.00	17.5%	20.1%	19.7%
35,000.01	40,000.00	16%	19.7%	19.3%
40,000.01	45,000.00	15%	19.3%	18.8%
45,000.01	50,000.00	14%	18.8%	18.3%
50,000.01	55,000.00	13%	18.3%	17.8%
55,000.01	60,000.00	12%	17.8%	17.3%
60,000.01	65,000.00	11%	17.3%	16.8%
65,000.01	70,000.00	10%	16.8%	16.4%
70,000.01	75,000.00	10%	16.4%	15.9%
75,000.01	80,000.00	10%	15.9%	15.6%
80,000.01	85,000.00	10%	15.6%	15.2%
85,000.01	90,000.00	10%	15.2%	14.9%
90,000.01	95,000.00	10%	14.9%	14.7%
95,000.01	100,000.00	10%	14.7%	14.5%
100,000.01	105,000.00	9%	14.5%	14.2%
105,000.01	110,000.00	9%	14.2%	14.0%
110,000.01	115,000.00	9%	14.0%	13.7%
115,000.01	120,000.00	9%	13.7%	13.5%
120,000.01	125,000.00	9%	13.5%	13.4%
125,000.01	130,000.00	9%	13.4%	13.2%
130,000.01	135,000.00	9%	13.2%	13.0%
135,000.01	140,000.00	9%	13.0%	12.9%
140,000.01	145,000.00	9%	12.9%	12.8%
145,000.00	No Max	9%	12.8%	Under 12.8%

EXHIBIT 2

GUARANTY OF PERFORMANCE

The undersigned (and each of them, if there is more than one of the undersigned), in order to induce WIRELESS ZONE LLC, a Connecticut limited liability company (hereinafter referred to as "Franchisor"), to enter into one or more Wireless Zone® Franchise Agreements now or in the future (whether one or more, hereinafter referred to collectively, along with all applicable amendments, addenda, and assignments, as the "Franchise Agreement"), to or with ____ (hereinafter referred to as the "Franchisee"), and for other good and valuable consideration received by the undersigned to his or her full satisfaction, hereby unconditionally and personally (and if there be more than one of the undersigned, jointly and severally) guaranties to Franchisor, its successors and assigns, the prompt and full payment of all sums and amounts whatsoever due, and the timely and full performance of all obligations of the Franchisee that are or may become due and owing to Franchisor, including, but not limited to, all obligations arising out of the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, any promissory note delivered by the Franchisee either now or in the future, and all extensions or renewals thereof, in the same manner as if the Franchise Agreement or other agreement was signed between Franchisor and the undersigned or any promissory note was signed by the undersigned (collectively "Obligations"). Each of the undersigned further specifically agrees to be individually bound by all covenants, obligations and commitments of the Franchisee contained in the Franchise Agreement and such other agreements to the same extent as if each of the undersigned had individually been named as the Franchisee in the Franchise Agreement and such other agreements, and the undersigned had individually executed the Franchise Agreement and such other agreements.

Each of the undersigned acknowledges that he or she will materially, either directly or indirectly, receive financial benefit from the Franchise Agreement and the transactions related thereto.

Each of the undersigned expressly waives any and all demands. This Guaranty will not be affected by the modification, extension, termination, or renewal of the Franchise Agreement or and such other agreements between Franchisor and the Franchisee, the taking of a note or other obligation from the Franchisee or others, the taking of security for payment, the granting of extensions(s) of time for payment, the filing by or against the Franchisee of bankruptcy, insolvency, reorganization or other debtor's relief afforded the Franchisee under the present or future provision of the Federal Bankruptcy Code or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Guaranty will cover the terms and obligations of any such modifications, notes, security agreements, extensions, renewals, or the Franchise Agreement or any other agreements that the parties enter into. The obligations of the undersigned will be unconditional, notwithstanding any defect in the genuineness, validity, regularity, or enforceability of the Franchisee's obligations or liabilities to Franchisor, or any other circumstances whether or not referred to herein, which might otherwise constitute a legal or equitable discharge of a surety or guarantor. In the event of the death of any of the undersigned, this Guaranty will continue in effect for all future advances against the estate of the undersigned. The undersigned further agree that if the Franchisee makes a payment or payments to Franchisor, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required, for any of the foregoing reasons or for any other reason, to be repaid or paid over to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or rule of equity, then to the extent of such payment or repayment, the Obligations or part thereof intended to be satisfied will be revived and continued in full force and effect as if said payment had not been made and the undersigned will be primarily liable for such Obligations.

This is a continuing, irrevocable, unconditional and absolute guaranty of payment and performance and the undersigned agree that his/her/their liability on this Guaranty will be immediate and will not be contingent upon the exercise or enforcement by Franchisor of whatever remedies it may have against the Franchisee or others, or the enforcement of any lien or realization upon any security Franchisor may at any time possess.

Each of the undersigned acknowledges that Franchisor shall have the right to seek injunctive relief against the undersigned to the same extent as permitted against the Franchisee under the Franchise Agreement.

Each of the undersigned further acknowledges that, all disputes and claims arising out of or relating to this Guaranty or any provision of this Guaranty shall be settled pursuant to the terms of the dispute resolution provisions of the Franchise Agreement.

THIS GUARANTY HAS BEEN DELIVERED AT AND WILL BE DEEMED TO HAVE BEEN MADE WITHIN THE STATE OF INDIANA AND WILL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA IRRESPECTIVE OF THE CHOICE OR CONFLICTS OF LAW PROVISIONS THEREOF. AS PART OF THE CONSIDERATION THIS DAY RECEIVED, EACH OF THE UNDERSIGNED HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN INDIANA AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE DIRECTED TO THE ADDRESS STATED IN THIS GUARANTY AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.

FOR THE AVOIDANCE OF ANY DOUBT, EACH OF THE UNDERSIGNED WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A COURT OR ARBITRATOR.

EACH OF THE UNDERSIGNED HEREBY VOLUNTARILY AND KNOWINGLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS WHICH HE OR SHE MAY HAVE, UNDER ANY FEDERAL OR STATE LAW OR CONSTITUTIONAL PROVISION TO ANY NOTICE OR HEARING BEFORE ANY ATTEMPT BY THE FRANCHISOR TO OBTAIN A PREJUDGMENT REMEDY, ATTACHMENT OR GARNISHMENT AGAINST THE UNDERSIGNED OR HIS PROPERTY. THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH THE UNDERSIGNED'S ATTORNEY.

This Guaranty will remain in full force and effect until all Obligations arising out of and under the Franchise Agreement, any other agreement between Franchisor and the Franchisee and any promissory note signed by the Franchisee (including, but not limited to, monetary Obligations), are fully paid and satisfied, notwithstanding the termination or expiration of the relationship stated in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee. This Guaranty will be binding upon the undersigned, and his, her or their heirs, executors, successors and assigns, as the case may be. This Guaranty may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument. Any reference to the masculine gender will be deemed to include the feminine and neuter genders, and *vice versa*, unless the context otherwise requires.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty on the date stated below.

Guarantor(s)

Date: ____________________, 20____

____

Name: ___________________________________

EXHIBIT 3

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is by and between Wireless Zone LLC ("Franchisor") and [ENTITY NAME] ("Franchisee"), dated as of ____________________________ (the "Effective Date").

Franchisor, in connection with each and every Wireless Zone® franchise agreement entered into now or in the future between the parties (whether one or more, hereinafter referred to collectively, along with all applicable amendments, addenda, and assignments, as the "Franchise Agreement"), may, from time to time, extend credit and/or advance monies, goods and services, or provide other benefits to Franchisee. In consideration of the benefits arising under the Franchise Agreement and any extension of credit or loan of monies, goods and services, Franchisee agrees to enter into this Security Agreement to secure the prompt and full repayment of all of Franchisee's obligations to Franchisor whenever and however arising (collectively, "Obligations"). The parties agree as follows:

1. Grant of Security Interest. In consideration of the mutual benefits arising under the Franchise Agreement and in addition to any statutory lien available to Franchisor, Franchisor (the secured party for purposes hereof) shall have and Franchisee (the debtor for purposes hereof) hereby grants to Franchisor an express contract lien and a continuing security interest to secure any and all payments owed under (i) the Franchise Agreement or (ii) the amounts owed under an extension of credit, monies, goods and services for the benefit of Franchisee upon:

> All of Franchisee's assets, wherever located, whether presently owned or hereafter acquired or arising, and all Proceeds therefrom, including, without limiting the generality of the foregoing, all present and after acquired Goods, including Wares, Inventory and Equipment, Accounts, Contract Rights, Chattel Paper, Instruments, General Intangibles, Investment Property and Documents (as those terms are defined in the Uniform Commercial Code in effect from time to time in the state where the Premises (as hereinafter defined) are located (the "UCC")) also including without limitation all accessions to, substitutions for and all replacements, products and proceeds and payments on account of insurance policies by reason of damage to or destruction of any such property insuring any of the foregoing, and including all monies or property of any kind now, or at any time hereafter, in the possession or under the control of Franchisee and any transferees or other successors to the Franchise Agreement, or any bailee of Franchisee, and including any books and records of Franchisee pertaining to any of the foregoing (collectively referred to herein as the "Collateral").
>
> a. Except upon expiration of the Franchise Agreement where no default exists in any of Franchisee's Obligations to Franchisor and except for reasonable replacements from time to time, Franchisee shall not remove any of Franchisee's property from the premises of the Wireless Zone® retail store or stores operated pursuant to the Franchise Agreement (the "Premises"), other than pursuant to the sale thereof in the regular course of business.
>
> b. Franchisee warrants and represents that the Collateral subject to the security interest granted herein is not purchased or used by Franchisee for personal, family or household purposes.
>
> c. Franchisee further warrants and represents to Franchisor that the lien granted herein constitutes a first priority and superior lien and that Franchisee will not allow the placing of any other lien upon any of the Collateral without the prior written consent of Franchisor.

2. Events of Default. The failure of Franchisee to pay any monies when due to Franchisor (as specified in the Franchise Agreement or any note, loan agreement, or other document or agreement between Franchisee and Franchisor, including but not limited to this Security Agreement) will constitute an "Event of Default" hereunder. Immediately upon and following an Event of Default, Franchisor will have the following non-exclusive rights and remedies:

a. All of the rights and remedies of a secured party under the UCC of the state in which the Premises or the Franchisee is located or organized, as applicable, or any other applicable law, all of which rights and remedies will be cumulative and non-exclusive;

b. Any other rights and remedies contained in this Security Agreement, the Franchise Agreement and other related agreement and document relating to the Franchise or Franchisee's Obligations;

c. To require Franchisee to make available to Franchisor, without any obligation on the part of Franchisor to pay rent to any party, the Premises or any other place or places where the Collateral is located;

d. To enter (and remain) upon the Premises or any other place or places where the Collateral is located, through self-help and without need for judicial process, without first obtaining any judgment, or giving Franchisee any notice or opportunity for a hearing, and without any obligation on the part of Franchisor to pay rent to any party so that Franchisor may continue the operations of the Franchise, and/or remove the Collateral to any premises of Franchisor or its agent.

e. To require Franchisee to assemble the Collateral and make it available to Franchisor at a time and place selected by Franchisor;

f. To require Franchisee to make available to Franchisor the Premises and all other premises and facilities of Franchisee for the purpose of Franchisor's taking possession of the Collateral or for removing or putting the Collateral in saleable form.

g. To sell, assign, lease or otherwise dispose of the Collateral or any part thereof, either at public or private sale, for cash, on credit or otherwise, with or without representations or warranties, at such price and upon such terms acceptable to Franchisor, all at Franchisor's sole discretion. Franchisor may bid or become the purchaser at any such sale if public, free from any right of redemption which is hereby expressly waived by Franchisee, and Franchisor will have the right at its option to apply or be credited with the amount of all or any part of the Obligations against the purchase price bid by Franchisor at any such sale. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral will be applied first to the expenses of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like and reasonable attorneys' fees and other expenses incurred by Franchisor, and then to the satisfaction of all Obligations, the application as to particular Obligations or against principal or interest to be in Franchisor's discretion. Franchisee will be liable to Franchisor and will pay to Franchisor on demand any deficiency that may remain after such sale, disposition, collection or liquidation of the Collateral, and Franchisor in turn agrees to remit to Franchisee any surplus remaining after all Obligations have been paid in full. If the Collateral requires repairing, maintenance, preparation, or the like, the Franchisor will have the right, but not the obligation, to repair, maintain or prepare the Collateral for the purpose of putting the Collateral in saleable condition. Franchisor will give Franchisee ten (10) days prior written notice of the time and place of any sale or other intended disposition of any of the Collateral, except for Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. Franchisee acknowledges that such notice is adequate and "reasonable notice".

h. Franchisee hereby appoints Franchisor (or any person whom Franchisor may from time to time designate), effective upon an Event of Default and continuing thereafter, as its attorney and agent in fact with power to endorse in its name any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into Franchisor's possession, sign its name on notices of assignment, financing statements, and other public records, or on verifications of account and on notices to customers, to notify the post office authorities to change the address for delivery of their mail to an address designated by Franchisor, and to do all things necessary to carry out the terms of this Security Agreement or any related documents. Neither Franchisor nor the attorney, if different from Franchisor, will be liable for any acts or failure to act, or for any error or judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable following an Event of Default until all Obligations have been fully paid.

i. The exercise of the foregoing remedies by Franchisor shall not relieve or discharge Franchisee from any deficiency owed to Franchisor.

3. Authorization To File Financing Statements; Assurances. Franchisee irrevocably authorizes Franchisor at any time, and from time to time, to file in any jurisdiction and/or with any authority any financing statement, continuation statement, amendment or other document or certificate, and to take any associated action or actions, pursuant to the UCC or otherwise, in order to confirm, perfect or otherwise effectuate the security interest of Franchisor in and to the Collateral. Franchisor and Franchisee agree that this Security Agreement and the security interest granted herein serve as a financing statement, and a copy or photographic or other reproduction of this Security Agreement may be filed of record by Franchisor and have the same force and effect as the original. Within five (5) days after request by Franchisor, Franchisee hereby agrees to execute such other instruments necessary or desirable in Franchisor's discretion to perfect or continue the security interest hereby created. Franchisee agrees to pay all costs of Franchisor, including, without limitation, reasonable attorneys' fees, costs, and charges incurred in connection with the enforcement of any of its rights and remedies hereunder.

4. Bank and Depository Accounts. Franchisee covenants and agrees, from time to time at the request of Franchisor, to establish and maintain its depository accounts, letters of credit facilities or similar accounts with one or more financial institutions with which Franchisor has established control agreements satisfactory to Franchisor. Franchisee covenants and agrees to deposit and keep all of its cash, and maintain all of its letters of credit, only in accounts that are subject to such control agreements in favor of Franchisor.

5. Waivers. Franchisee waives: (i) presentment, demand and protest and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, accounts, documents, instruments, chattel paper and guaranties, at any time held by Franchisor on which Franchisee may in any way be liable and hereby ratifies and confirms whatever Franchisor may do in this respect; (ii) notice before taking possession or control of the Collateral; and (iii) the benefit of all valuation, appraisal and marshaling laws.

THIS SECURITY AGREEMENT HAS BEEN DELIVERED AT AND WILL BE DEEMED TO HAVE BEEN MADE WITHIN THE STATE OF INDIANA AND WILL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA IRRESPECTIVE OF THE CHOICE OR CONFLICTS OF LAW PROVISIONS THEREOF. AS PART OF THE CONSIDERATION THIS DAY RECEIVED, FRANCHISEE HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN INDIANA AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO THE ADDRESS STATED BELOW AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.

FOR THE AVOIDANCE OF ANY DOUBT, FRANCHISEE WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

FRANCHISEE HEREBY ACKNOWLEDGES THAT THE TRANSACTIONS OF WHICH THIS SECURITY AGREEMENT IS A PART ARE COMMERCIAL TRANSACTIONS AS THAT TERM IS DEFINED IN THE INDIANA CODE, AND FRANCHISEE HEREBY VOLUNTARILY AND KNOWINGLY WAIVES AND RELINQUISHES ANY AND ALL RIGHTS WHICH IT MAY HAVE UNDER ANY FEDERAL OR STATE LAW OR CONSTITUTIONAL PROVISION, INCLUDING WITHOUT LIMITATION, THE INDIANA CODE, TO ANY NOTICE OR HEARING BEFORE ANY ATTEMPT BY FRANCHISOR TO OBTAIN A PREJUDGMENT REMEDY OTHER THAN ATTACHMENT OR GARNISHMENT AGAINST FRANCHISEE IN CONNECTION WITH SUCH TRANSACTION. FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH FRANCHISEE'S ATTORNEY.

6. Representations, Warranties and Covenants. Franchisee represents, warrants, covenants and agrees as follows:

a. Franchisee's name below is its true legal name exactly as the same appears on all relevant public records.

b. Franchisee is (check *only one* applicable item and provide the requested information):

i. A __________corporation, __________limited liability company, _________ sole proprietor, or______ limited partnership (check appropriate item formed by the filing of documents in the following United States state or territory:_____________________); or

ii. A general partnership, the creation of which did not require the filing of documents in any United States state or territory, the chief executive office of which is located in the State of ____________, or

iii. A natural person who is a resident of the State of ________, or

iv. A non-US entity formed under the laws of the following country:__________ _______(specify form of entity:__________________________).

c. Franchisee covenants and agrees to immediately notify Franchisor of any change in the foregoing information, and to provide reasonable advance notification of any anticipated change in such information.

d. Franchisee has good and marketable title to all Collateral and all such Collateral and all of its other properties and assets, real or personal, are subject to no mortgage, pledge, lien or encumbrance whatsoever other than mortgages, pledges, liens or encumbrances that have been specifically approved in writing by Franchisor (which approval will be in the sole discretion of Franchisor).

e. Franchisee has timely filed, or will timely file, all federal, state and local tax returns and other reports that it is required by law to file (for income, sales, employment, excise or any other applicable levies or taxes) and has paid or will pay all taxes and other charges when due. All such returns and reports are true, complete, and accurate as of the date thereof and there are no subsequent material occurrences affecting any of them.

f. Franchisee will pay on demand any and all fees, costs, or expenses (including, without limitation, reasonable attorneys' fees) which may at any time in the future after an Event of Default be incurred by Franchisor in protecting, enforcing, increasing, modifying, or releasing any of its rights hereunder on any security interest created hereby.

g. Franchisee will keep and protect the Collateral from all liens, security interests and encumbrances excepting only the security interest granted or permitted hereby and defend the Collateral against all claims and demands of all persons claiming any interest in the Collateral.

h. Franchisee will preserve and defend its legal existence and pay all levies, fees, taxes and assessments when due, and will maintain, keep and preserve all of its properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear excepted.

i. Franchisee will keep and maintain at all times the insurance coverage required by the Franchise Agreement, the Operating Manual (as defined in the Franchise Agreement), or any other agreement between the parties.

j. Franchisee will notify Franchisor immediately of any material information concerning the Collateral, Franchisee, or its business.

k. Franchisee will not: transfer, sell, or assign, or otherwise dispose of all or any part of the Collateral except in the ordinary course of business; permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any or all of Franchisee's assets; or permit any levy, attachment or distraint to be made and continue effectively for sixty (60) days affecting any of its assets; or violate, breach, or suffer to exist any violation or breach of, any term, condition, warranty, representation or covenant of the Franchise Agreement.

7. Electronic Funds Transfer Authorization. Franchisee authorizes Franchisor to initiate electronic transfer of funds from Franchisee's business bank account for payment of Obligations in such form as may be prescribed from time to time by Franchisor.

8. Other Provisions. If any provision of this Security Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining

provisions will nevertheless be deemed valid and binding. The waiver of any party of a breach or violation of any provision of this Security Agreement will not operate or be construed as a waiver of any other or subsequent breach or violation hereof. This Security Agreement will be binding upon the parties hereto and their respective heirs, executives, successors, and assigns. This Security Agreement, and all exhibits and schedules hereto, set forth the entire understanding of the parties hereto for the subject matter hereof. This Security Agreement may be amended only in a writing signed by all parties hereto. Any notice provided for in this Security Agreement will be deemed delivered if transmitted in accordance with the Notices provision of the Franchise Agreement. This Security Agreement may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Security Agreement shall be effective as of the Effective Date.

Franchisor:
Wireless Zone LLC
10300 Kincaid Drive, Suite 100
Fishers, IN 46037

______________________________ By: ____
____

Its: ____________ (Duly Authorized)

Franchisee:
FULL NAME: _________________________________
ADDRESS: ___________________________________
____

______________________________ By: ____
____

Its: ____________ (Duly Authorized)

EXHIBIT 4

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

The undersigned ("Franchisee") acknowledges that on or about ________________, 202__, Franchisee and Wireless Zone LLC ("WZ") entered into a Franchise Agreement ("Agreement") for the operation of a Wireless Zone® franchise.

WZ#s: ___________

To enable WZ to receive automatic payments and perform direct debits pursuant to the Agreement, any promissory note, Security Agreement, or other document or agreement between Franchisee and WZ, Franchisee authorizes ("Authorization") WZ to withdraw funds from and otherwise initiate debit entries to Franchisee's checking account, indicated below, and the depository named below ("Depository"), to debit the same to such account.

Depository Name: ____
Branch: ____
City State and Zip: ____
____
Transit/ABA#: ____
Bank Account Name: ____
Bank Account Number: ____
Tax ID for Account: ____

This Authorization is to remain in full force and effect until the underlying obligations of the Agreement and related agreements have been satisfied in full or expressly released in writing by WZ. Franchisee expressly agrees that this Authorization will apply to any and all depositories and bank accounts that Franchisee opens during the term of the Agreement and any renewal terms. Without limiting the above, Franchisee acknowledges and agrees that if Franchisee closes any bank account, Franchisee will:

1) immediately notify WZ in writing;

2) open or otherwise establish another bank account;

3) execute and deliver to WZ all documents necessary for WZ to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means.

Franchisee expressly acknowledges and agrees that this Authorization will be the only written authorization needed from Franchisee in order to initiate debit entries/ACH debit originations to Franchisee's bank account(s) established with any depository in the future.

IN WITNESS WHEREOF, Franchisee caused this Authorization to be executed by a duly authorized officer below effective the ___day of_______________, 20__.

____ Print Entity Name

By:
Name: __________________________________
____________________________________Title of Entity officer
(duly authorized)

RETURN **2** ORIGINAL COPIES OF THIS FORM TO WZ IMMEDIATELY

EXHIBIT 5

PROVIDER COMPLIANCE AGREEMENT

This Provider Compliance Agreement dated [DATE] ("Agreement") is between Wireless Zone LLC, a Connecticut limited liability company ("WZ LLC") and the person or entity signing this Franchise Agreement ("you," "your" or "Franchisee") and is signed in connection with the franchise agreement of even date herewith between you and WZ LLC. "You" includes all persons who have ownership interest in the Franchisee. This Agreement shall apply to the franchise agreement referenced above along with any other Wireless Zone® franchise agreements between you and WZ LLC, whether executed now or in the future (the foregoing agreements, including the initial franchise agreement referenced above, are referred to collectively, along with all applicable amendments, addenda, and assignments as the "Franchise Agreement").

1. Definitions. For purposes of this Agreement, words defined below will have the definitions set forth below.

Activation (including the correlative meanings of the terms "Activated" or "Activate(s)") means the assignment by Provider of a Number to the Equipment in the System and the Provider's Facilities to enable use of Provider's Covered CMRS.

Affiliate means, with respect to a party to this Agreement, any Entity, that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such party.

Area means the MSAs, RSAs, MTAs and BTAs specified by Provider in the Provider Contract within which Provider has regulatory authority or is otherwise authorized to provide Covered CMRS and within which you are authorized to sell Provider Covered CMRS on behalf of WZ LLC pursuant to the Franchise Agreement.

Authorized Locations means the locations of your Wireless Zone® franchises.

Carrier means an Entity (other than Provider) licensed by the Federal Communications Commission ("FCC") to offer Covered CMRS through the use of licensed Facilities.

Compensation means any payment you receive from WZ LLC as the result of your sale of Provider's Covered CMRS or Provider's other products or services, subject to the terms of any Franchise Agreement and the Provider Contract, and subject to change by Provider at Provider's sole discretion without notice to you.

Confidential Information means non-public account information and any other non-public business information of Provider disclosed either directly or indirectly, whether in oral form, or in written, graphic or electronic form, which is confidential or proprietary, including, without limitation, firmware, source code, object code, software tools, designs, schematics, plans, formulas, know-how, Equipment information, Subscriber Information, Subscriber lists, markets, inventions, processes, technology or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plans, or financial or personnel materials, products, future products, product plans, services, sales, training materials, the identity of or information concerning suppliers, employees, or investors.

Control (including the correlative meanings of the terms "Controlling", "Controlled by" and "under common Control with"), as used with respect to any Entity, means the possession, directly or indirectly, of the power in fact or in law to direct or cause the direction of management policies of such Entity, whether through ownership of voting securities, by contract or otherwise. For the avoidance of doubt, if, with respect to an Entity that is party to a merger or consolidation transaction (for purposes of this sentence, an "acquiring entity"), the shareholders of the acquiring entity as a group as of the time immediately prior to the consummation of such transaction, immediately following the consummation of such transaction beneficially own, directly or indirectly, voting securities of the surviving Entity in such transaction sufficient to exercise Control thereof, the acquiring entity will be deemed to have acquired Control of the other party or parties to such merger or consolidation transaction.

Covered Commercial Mobile Radio Service ("Covered CMRS") means each and every radio service that is defined by the FCC acmes pursuant to 47 CFR 20.9 and other provisions of the FCC's rules; including, but not limited to, cellular, PCS, messaging, air-to-ground, specialized mobile radio services and enhanced specialized mobile radio services, satellite, and any other radio service that the FCC may in the future define as CMRS but excluding paging, satellite television and satellite radio.

Email Solicitations means e-mail campaigns, advertising and solicitations made to current, former, or prospective Subscribers that has as its sole or partial purpose the encouragement of the purchase of Provider Covered CMRS or Equipment to be used in connection with such Covered CMRS.

Entity means any person, partnership, corporation, limited liability company, form, joint venture, joint-stock company, or trust, however organized.

Equipment means mobile or portable telephones and data communications devices, including, but not limited to, wireless modems/PC cards used in conjunction with or in order to utilize Covered CMRS.

Facilities means the telecommunications switching equipment, cell site transceiver equipment, and other equipment maintained, expanded, modified, or replaced by Provider or a Carrier to provide Covered CMRS.

Government Entity means any Federal, state, or local governmental, or public sector department, agency, or bureau.

Highly Confidential Information means Confidential Information that fits the following criteria:

(a) any state, US Federal or other non-US national identification number assigned to an individual (such as social security numbers (SSNs), driver's license, state ID, work visa number, passport number, tribal ID, military ID, etc.), as well as the last four SSN digits identifiable to an individual;

(b) financial/bank account information, credit card or debit card number, credit card validation (e.g., Cvv2 code), codes, credit card/debit card PIN numbers, magnetic stripe data;

(c) access code, personal identification number (PIN) or password, other similar authentication credentials (including biometric), Challenge/Response;

(d) date of birth (identifiable to an individual);

(e) information concerning The Commission on Accreditation for Law Enforcement Agencies, Inc. or other law enforcement intercept operations and actions;

(f) wireless service electronic serial number (ESN), (mobile equipment identifier) (MEID), or other similar serial number (identifiable to a customer or mobile telephone number);

(g) if applicable, set-top box identification number, device media access control MAC address (or other similar hardware identifiers that can be associated to a customer);

(h) mother's maiden name (identifiable to an individual);

(i) information offered by Verizon as unpublished/unlisted, including customer telephone number, address, and/or customer name;

(j) other information about a Subscriber that can be associated to that Subscriber, including by way of example, call detail (calls made and received), subscription or purchase information and other Customer Proprietary Network Information (CPNI), email contents, voice mails, voice recordings, internet usage/navigation, geo-location information, customer or potential customer credit scores or credit status; and

(k) any other SPI not specifically described above, and any information defined by WZ LLC or Provider as "Highly Confidential Information" or labeled as such.

Licensed Marks will mean those Marks that Agent has been authorized by Provider, in its sole discretion to sublicense to you, and which are subject to change upon notice.

Location means each of those Wireless Zone® retail stores owned and/or operated by you open for business from time to time.

Marks means all decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered or unregistered, which Provider or its Affiliates own or are licensed or sub-licensed to use in connection with Provider's Covered CMRS or Equipment relating to Provider's Covered CMRS.

MDN means the mobile directory number that is received from the North American Numbering Plan Administration ("NANPA") for the purpose of receiving calls from the Public Switched Telephone Network ("PSTN"). It is a telephone number ("NPA-NXX-XXXX") used to access Covered CMRS and is assigned to a unit of Equipment.

MIN means the mobile identification number, which is announced to Carriers for the purposes of providing Covered CMRS and processing calls on the Facilities of Provider or a Carrier. A MIN is paired with an MDN for the purposes of receiving calls from the PSTN.

Multi-NAM means a unit of Equipment that contains more than one distinct NAM permitting the loading of more than one distinct Numbers.

NAM means the number assignment module found in a unit of Equipment.

Number means the MIN and MDN used to provide access to the Covered CMRS.

Provider means Cellco Partnership d/b/a Verizon Wireless, and its Affiliates.

Provider Contract means the agreement between WZ LLC and Provider authorizing WZ LLC to exclusively market, offer and sell Provider's Covered CMRS in the Area.

Provider Agent means any Entity that Provider has authorized to directly or indirectly market Provider's Covered CMRS on its behalf.

Provider's Covered CMRS means Covered CMRS offered by Provider in the Area.

Reseller means any Entity that resells the Covered CMRS of Provider or a Carrier.

Sensitive Personal Information ("SPI") means the following subset of Highly Confidential Information, where identifiable to an individual:

(a) Social Security Number ("SSN"), including the last four (4) digits of SSN;

(b) driver's license number or other federal or state government issued identification number, including state issued ID, work visa, passport and military ID numbers;

(c) health or medical information;

(d) credit card / debit card information;

(e) bank or other financial account information, such as account numbers and ACH information;

(f) access codes, pins, passwords, and challenge responses;

(g) mother's maiden name; and

(h) date of birth.

Subscriber means the ultimate user of Provider's Covered CMRS provided by or through Provider. Subscriber purchases Provider's Covered CMRS from Provider and is responsible for payment of charges to Provider. Each Number is deemed to be a separate Subscriber; provided, however, that in the case of multi-NAM units of Equipment there will be deemed only one Subscriber per unit at any given time regardless of how many Numbers are actually attributed to that unit of Equipment.

Subscriber Information means all non-public information concerning Subscribers including, without limitation, the Numbers, Provider's Covered CMRS account information and Provider's Covered CMRS usage that you may obtain from any source in the course of performance of this Agreement, including any information of a confidential or proprietary nature received by you, directly or indirectly, from Provider, or acquired or developed pursuant to the provision of Provider's Covered CMRS and Equipment to Subscribers. "Non-public information" does not include the Subscriber's name, address and landline telephone number and other telephone numbers, provided that such other telephone numbers are not Numbers.

System means any of Provider's web-based automated activation system.

Telemarketing means the initiation of a telephone call or message to any current, former or prospective Subscriber that includes as its sole or partial purpose the encouragement of the purchase of Provider's Covered CMRS or of Equipment to be used in connection with such Provider's Covered CMRS.

Upgrade means an existing Subscriber (i) purchases Equipment from you (which may have been sold at a discount as set by you); and (ii) such Equipment is Activated on the Subscriber's account.

Website means a point of presence maintained on the Internet that contains branding, graphics, navigation or other characteristics such that a user reasonably would conclude that the pages are part of an integrated information or service offering.

2. Commitment to Comply with Provider Procedures. You will market and sell Provider Covered CMRS in compliance with all federal, state and local laws, any Franchise Agreement, the Operations Manual, and all Provider processes and procedures. You will be responsible for completing all transactions in accordance with all Provider and WZ LLC policies and procedures, as those are communicated to you from time-to-time.

3. Compensation. You acknowledge and agree that all Compensation payable as a result of any sale of Provider's Covered CMRS or Provider's other products or services, is payable subject to the terms and conditions of the Provider Contract and the Franchise Agreement, as communicated to you by WZ LLC from time-to-time, and that the terms and conditions for Compensation under the Provider Contract may be changed by Provider at Provider's sole discretion and without notice to you.

4. Training. You, at your expense, will train your salespeople on Provider's procedures, as WZ LLC communicates them to you from time to time. You will successfully complete training certification on new Provider Covered CMRS and Equipment prior to offering for sale such Provider Covered CMRS and Equipment. You will maintain records of the above training completed by your customer-facing personnel and will provide WZ LLC with written confirmation of your ongoing compliance with this subsection.

5. Exclusivity. Subject to the terms of the Franchise Agreement, neither you, nor any of your Affiliates, employees, or agents will:

5.1 offer, sell, or market Covered CMRS in the Area on behalf of any Carrier or Reseller other than Provider;

5.2 directly or indirectly induce, influence, or suggest that any Subscriber terminate Provider's Covered CMRS and purchase Covered CMRS from, or contract with, any Carrier or Reseller, or any agent or other representative of either, other than Provider;

5.3 share Compensation with any other Entity (excepting WZ LLC); or

5.4 solicit or enter into any agreement with any Entity that interferes with or alters Provider's relationship with WZ LLC, or any other Provider Agents or Provider Resellers.

6. Non-Solicitation. You acknowledge and agree that the limitations and duties in Section 5 are reasonable and essential and will survive for a period of one (1) year following the termination or expiration of this Agreement. You further acknowledge and agree that, as to Subscribers Activated by you, the limitations in subsection 5.2 will survive for a period of two (2) years following the termination or expiration of this Agreement.

7. Subscribers. You understand, acknowledge and agree that Subscribers are customers of Provider, and you do not have and will not acquire any property interest or exclusive rights in Subscribers that Activate Provider Covered CMRS through you. Subscriber Information will be considered Provider Confidential Information and you will keep all Subscriber Information confidential and will not disclose it to any third party or use it for its own benefit, or for the benefit of any third party, at any time during or after the term.

7.1 You will inform Subscribers that Provider's obligations to Subscriber are only those set forth in the agreement for Provider Covered CMRS between Provider and Subscriber. You will not represent or promise that Subscribers or potential Subscribers will be charged for Provider Covered CMRS at any rate other than those established by Provider for which Subscriber is eligible in Provider's sole discretion. You will not impose any type of fees for Provider Covered CMRS on a Subscriber (including, but not limited to, unauthorized deposits on credit cards, Activation fees, service-only early disconnect or chargeback fees or similar fees), via separate contract or otherwise, other than those provided for by Provider as part of Provider's Activation or business processes and procedures. Nothing in this Agreement will be construed to prohibit WZ LLC from allocating Compensation between you and any other franchisees in accordance with the Franchise Agreement.

8. Chargebacks. You acknowledge and agree that Provider may chargeback WZ LLC for any Compensation payable to you if Provider determines that any Compensation was paid to WZ LLC based on any transaction conducted by you, or any action taken by you, or any inaction or omission by you, that is not in compliance with all of Provider's policies and procedures. You further acknowledge and agree that WZ LLC shall collect from you any amounts charged back to WZ LLC by Provider. Provider has the sole discretion under the Provider Contract to determine the basis for any chargebacks it may assess against WZ LLC and for which you may be liable to WZ LLC.

9. Confidentiality. You will not, without Provider's prior written consent, disclose to any third party any Confidential Information provided to you by Provider, including whether directly or indirectly though WZ LLC.

10. Government Entities. You will not offer, market or sell Provider Covered CMRS to any Government Entity.

11. Trademark License. Provider has authorized WZ LLC to grant you a limited sub-license to use the Licensed Marks, subject to the following terms:

11.1 All advertising, promotional material or signs prepared by you using Provider's name, the Licensed Marks, or any language from which any of the Marks may be inferred or implied, will be submitted to WZ LLC who will obtain Provider's written approval before publication or, in the case of signs, construction.

11.2. You may use sales materials prepared or distributed by Provider.

12. Provider Not a Party. Provider is not a party to the Franchise Agreement or this Agreement, or any contract between WZ LLC and you, and Provider has no obligations or liabilities to you thereunder, (including, without limitation, any obligation to pay Compensation to you arising out of the Business or liability for the impact of any Provider actions on your business). You acknowledge and agree that you are not intended to be, and will not be deemed to be, a third-party beneficiary of the Provider Contract, and that Provider is not intended to be a third-party beneficiary of the Franchise Agreement or this Agreement.

13. Waiver of Rights.

13.1 WAIVER OF TRIAL BY JURY. In the event of any litigation, action, proceeding or counterclaim, whether at law or in equity, brought by You against Provider, you irrevocably waive trial by jury.

13.2. You waive, and neither WZ LLC nor Provider, will be liable to you for any consequential, incidental, indirect, punitive, special, treble, exemplary or enhanced damages, including but not limited to lost profits, lost business, diminution in value of business, or other commercial or economic loss, whether such damages are claimed for breach of contract, negligence or otherwise, and whether or not WZ LLC has been advised of the possibility of such damages, arising out of the policies, procedures, actions, omissions or directives of Provider.

14. Marketing. You will not transmit to a Number or to a Subscriber any unsolicited or unauthorized commercial material, including, but not limited to, advertising, promotional materials, "junk mail," "SPAM," chain letters, pyramid schemes, or other undesirable material. You will comply at all times with all requirements of federal and state law related to advertising your business or Provider's products and services, including the Telephone Consumer Protection Act, and any other applicable statutes or regulations.

15. Protection of Personal Information. WZ LLC and Provider have determined that it is critical to the protection of both the Wireless Zone® and Provider brands and goodwill to ensure the safety and security of Subscriber Information, Confidential Information and Highly Confidential Information. Any failure by you to protect such will negatively impact the parties' brand, reputation, goodwill derived from Subscribers and/or customers (collectively "Customer(s)"), regulatory obligations, and/or cause Customer complaints.

15.1 You agree that neither you nor your owners, members, employees, agents, representatives, contractors, vendors, suppliers or any other person or entity will:

15.1.1 deliberately attempt to or actually deceive or mislead an existing or prospective Customer regarding Provider Service and Equipment regardless of whether the Customer was actually misled or whether an Activation or Upgrade of Provider Service or Equipment occurred in the System;

15.1.2 deliberately use false or unauthorized information to place or attempt to place an Activation or Upgrade of Provider Service or Equipment in the System;

15.1.3 access or otherwise use the System, or any Subscriber Information, Confidential Information or Highly Confidential Information, in a manner prohibited by WZ LLC or Provider;

15.1.4 maintain, retain, store or transmit any Subscriber Information, Confidential Information or Highly Confidential Information in a manner prohibited by WZ LLC or Provider, or fail to follow all WZ LLC or Provider obligations, procedures, policies, or training regarding (i) the protection of Subscriber Information, Confidential Information and Highly Confidential Information; or (ii) prohibitions on retaining or storing SPI, including but not limited to social security numbers, drivers' license numbers, credit card information, or account passwords/PINs or other personal identification numbers;

15.1.5 fail to comply with all security requirements set forth by WZ LLC or Provider;

15.1.6 fail to (i) properly manage and maintain WZ LLC and Provider issued system access credentials, including but not limited to failure to terminate (or to request that WZ LLC or Provider terminate) credentials and access for former employees, or (ii) prohibit access to WZ LLC's or Provider's System other than at your Location(s); or

15.1.7 deliberately fail to comply with WZ LLC's and Provider's Background Check Policy.

15.2 You agree and acknowledge that you will:

15.2.1 Never store, post or display SPI;

15.2.2 Never use SPI for an initial or default password, access code, challenge/response, or pin; or

15.2.3 Undertake any actions required by WZ LLC or Provider to verify that SPI (whether of WZ LLC, Provider or a Customer) is used only for permitted business purposes.

15.3 You will comply with all data privacy and data security requirements of WZ LLC and Provider, and all federal, state and municipal laws related to the use or protection of personal information. You will not engage in the use of, or permit the us by your employees or agents of, any website, database or electronic storage facility located, hosted, housed or stored outside the United States. No service performed by you pursuant to the Franchise Agreement or this Agreement, will be provided, directed, controlled, supervised, or managed, and no Subscriber Information relating to any such service will be stored or transmitted, at, in, or through a site located outside of the United States. You further represent, warrant and covenant that you will not use, or allow the use, outside of the United States of any user identifications and passwords assigned to it for access to the Subscriber Information.

15.4 You, including any and all of your employees and representatives, will not access the System or access any Subscriber's account for any reason without the Subscriber/potential Subscriber's prior knowledge and express consent and without verifying the identity of the Subscriber/potential Subscriber and Agent shall not utilize the System, or otherwise access the System, to retrieve or access information about a Subscriber/potential Subscriber unless the Subscriber/potential Subscriber is present and without the Subscriber/potential Subscriber's prior knowledge and consent.

15.5 You acknowledge and agree that Provider may impose liquidated damages against either WZ LLC or you in the then-current fee or other amount charged by the Provider at such time for each Subscriber mobile telephone number impacted arising out of your violation of any provision of this Section 15. You further acknowledge and agree that in accordance with the applicable Franchise Agreement, WZ LLC may recover from you the full amount of any such liquidated damages imposed against WZ LLC arising out of your violation of any provision of this Agreement.

15.6 You acknowledge and agree that Provider may charge either WZ LLC or you its then-current fee on a per day, per Location per day, or other method for every day and for every Location at which there is a breach of any provision of this Section 15 that remains unremedied after you have received notice from either WZ LLC or the Provider that a breach exists and must be remedied. You further acknowledge and agree that in accordance with the relevant provisions of the applicable Franchise Agreement, WZ LLC may recover from you the full amount of any such fee imposed against WZ LLC arising out of your violation of any provision of this Agreement.

16. You will not advertise, solicit, or consummate any sale or Activation of Provider Covered CMRS through (a) any e-commerce functionality, including, but not limited to, a Website operated directly or indirectly by you or (b) Telemarketing. You will not engage in E-mail Solicitations that exclusively or primarily offer Provider Covered CMRS or Equipment. No Email Solicitations will be sent by you without Provider's prior written consent.

17. You understand, acknowledge and agree that Provider has the right, at any time in its sole discretion, whether as the result of your breach of Provider's policies and procedures or for any other reason or for no reason, to terminate WZ LLC's right to permit you to offer, sell and market Provider's Covered CMRS in any portion or all of the Area, subject to applicable law. If Provider terminates your rights under this Section 17, WZ LLC shall have the right to terminate the Franchise Agreement pursuant to its terms.

18. You represent and warrant:

18.1 The execution, delivery and/or performance of this Agreement will not conflict with or result in any breach of any provision of the charter or by-laws of you or any agreement, contract, or legally binding commitment or arrangement to which you are a party;

18.2 You are not subject to any limitation or restriction (including, without limitation, non-competition/exclusivity, and confidentiality arrangements) which would prohibit, restrict or impede the performance of any of your obligations under any Franchise Agreement, or this Agreement; and

18.3 Neither you nor your Affiliates is currently under contract to offer for sale Covered CMRS in the Area of any Entity (other than Provider through a franchise agreement with WZ LLC), nor are you or any Affiliate contractually prohibited, under an expired/terminated contract, from promoting Provider Covered CMRS or representing Provider in the Area.

19. The term of this Agreement will commence on the date of last execution set forth below, and will continue until the first to occur of:

19.1 The expiration or termination of all the Franchise Agreements for any reason;

19.2 The expiration or termination of the Provider Contract for any reason; or

19.3 Provider's withdrawal of authorization for WZ LLC to permit you to offer, sell and market Provider's Covered CMRS in any portion or all of the Area.

If this Agreement is terminated under this Section 19, you agree to be bound by the provisions of this Agreement that survive the termination of this Agreement. Further, if this Agreement is terminated with respect to a particular Authorized Location you agree to be bound by the provisions of this Agreement that survive the termination of this Agreement as they relate to that particular Authorized Location immediately upon termination of the Franchise Agreement under which the Authorized Location is operated.

20.0 Notwithstanding anything set forth herein to the contrary, WZ LLC may require you to execute the then-current form of Provider Compliance Agreement used by it in connection with the offer and sale of franchises in connection with Franchise Agreements executed by you after the date hereof.

21.0 This Agreement may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument.

[Signature Page to Follow]

WZ LLC:

WIRELESS ZONE LLC

By: ______________________________
[NAME]
[TITLE]
Duly Authorized

Date:______________________________

FRANCHISEE:

[FRANCHISEE ENTITY OR NAME]

By: ________________________________
[NAME]
[TITLE] or [In his/her individual capacity]
Duly Authorized

Date:_______________________________

EXHIBIT 6

(RENEWALS ONLY)

WIRELESS ZONE LLC
EXPIRATION OF FRANCHISE AGREEMENT

This EXPIRATION OF FRANCHISE AGREEMENT (the "Expiration Agreement") has been entered into effective _______________ by and between Wireless Zone LLC, a Connecticut limited liability company ("WZ LLC") and [Franchisee Entity], a [Entity State of Formation] [corporation/limited liability company] ("Franchisee").

Background

WZ LLC and Franchisee entered into a Franchise Agreement on [_________, 20__] (the "Franchise Agreement") by which Franchisee was licensed to operate a wireless communications business under the name and mark "Wireless Zone®" in [PLACE] known as WZ-[XXX] (the "Franchised Business"). The Franchise Agreement expires effective [__________, 20__] (the "Expiration Date"). Franchisee and WZ LLC have mutually agreed to execute a new franchise agreement in WZ LLC's current form effective on the Expiration Date, pursuant to Section 5.02 of the Franchise Agreement.

Statement of Agreement

In consideration of the foregoing and of the mutual agreements, promises and covenants contained in this Expiration Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. New Franchise Agreement. The parties will enter into a new franchise agreement of even date with this Expiration Agreement (the "New Franchise Agreement"). It is understood and agreed that the New Franchise Agreement and this Expiration Agreement will be deemed to have been executed simultaneously as of the Expiration Date defined above, provided however, that the effectiveness of each shall be conditioned upon the effectiveness of the other.

2. Renewal Fee. Upon execution of the New Franchise Agreement, and in lieu of any initial franchisee fee provided therein, Franchisee shall pay to WZ LLC the sum of one thousand dollars ($1,000.00), representing the renewal fee pursuant to Section 5.02 of the Franchise Agreement.

3. Waiver of Pre-Opening Obligations. In recognition of the fact that the Franchised Business is already operational, each of the parties hereby waives any and all pre-opening obligations of the other under the terms of the New Franchise Agreement.

4. Franchise Agreement Terminated. Except for:

a. WZ LLC's continuing obligation to remit to Franchisee the amounts of the Outstanding Commissions earned by Franchisee through the day immediately preceding the Expiration Date; and

b. Franchisee's continuing obligation to remit to WZ LLC all balances due on its accounts; and

c. WZ LLC's continuing obligation to remit to Franchisee the amounts of the Residual Commissions earned by Franchisee on the customer base established as of the Expiration Date, which amounts will be decreased by the amount of any and all charge-backs accruing to Franchisee (the matters stated in subsections (a), (b) and (c) above are called the "Continuing Obligations"), the Franchise Agreement shall terminate (effective as of the Expiration Date) when this Expiration Agreement becomes effective as stated herein, and the Franchise

Agreement shall thereafter be null, void and of no further force and effect, from, as and after the Expiration Date, except as set forth herein.

5. Release by Franchisee. Save and except for the Continuing Obligations, Franchisee, for good and valuable consideration received by it to its full satisfaction and as an inducement to WZ LLC to enter into this Expiration Agreement and the New Franchise Agreement, does hereby Release WZ LLC and its officers, employees, agents and affiliates from Claims arising under the Franchise Agreement, and, if the location of the Franchised Business is in Maryland, excepting claims under the Maryland Franchise Registration and Disclosure Law. The foregoing Release will be effective as of the Expiration Date.

6. Dispute Resolution. The provisions of Sections 18.07, 18.08, 18.09, 18.10, 18.11, 18.12, 18.13, 18.14, 18.15, 18.16 and 18.17 of the New Franchise Agreement are hereby incorporated herein by reference and shall be a part of this Expiration Agreement and shall govern this Expiration Agreement to the same extent as if restated herein in their entirety.

7. Certain Definitions. When used herein, the following words and phrases will have the following meanings, when designated by initial capital letters.

a. "**Release**," when used as a verb, shall mean to release, acquit, exonerate, exculpate, relinquish, resign, and surrender any and all Claims. When used as a noun, shall refer to the process, event and/or effect of release, acquittal, exoneration, exculpation, relinquishment, resignation and surrender of any and all Claims.

b. "**Claims**" means any and all claims, actions, causes, causes of action, suits, charges, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, appraisal rights, torts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, whether asserted or unasserted, contingent or remote, known or unknown and whether arising in law, admiralty or equity that the Releasor at any time in the past had, has now, or at any time hereafter may have against Releasees (as the context shall require), arising out of or on account of any facts, circumstances, events, acts or omissions of whatever nature or description occurring at any time prior to and including Expiration Date.

c. "**Releasee**" is the party being released hereby. Any Release of any Releasee pursuant to Sections 4 and 5, above, shall include a Release of that party's officers, directors, members, managers, employees, shareholders, attorneys, agents, successors, assigns, subsidiaries, parent entities and affiliates.

d. "**Releasor**" is the party giving the Release pursuant hereto.

8. Miscellaneous. If any provision of this Expiration Agreement shall be declared illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid and binding. The waiver by any party of any breach or violation of any provision of this Expiration Agreement shall not operate or be construed as a waiver of any other or subsequent breach or violation hereof. This Expiration Agreement will be binding upon the parties, and their respective heirs, executors, successors and assigns. This Expiration Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be amended only by a writing signed by all parties hereto. This Expiration Agreement may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument. Any reference to the masculine gender shall be deemed to include the feminine and neuter genders and vice versa and any reference to the singular shall include the plural and vice versa, unless the context otherwise requires. The relationship between the parties including all disputes and claims, whether arising in contract, tort, under statue, at law or in equity, shall be governed by and construed in accordance with the laws of the State of Indiana without giving any effect to its conflicts of law provisions. Each of the parties hereto irrevocably consents to the exclusive personal jurisdiction of the state courts of the State of Indiana, County of Marion, for any matter arising out of or relating to this Agreement, except that in any action seeking to enforce any order or judgment of such courts such personal jurisdiction shall be non-exclusive.

IN WITNESS WHEREOF, and for the good and valuable consideration set forth above, the receipt and sufficiency of which is hereby acknowledged, the parties have duly executed, sealed and delivered this Expiration Agreement as of the date first written above.

WIRELESS ZONE LLC
By: ___________________________________

____
Its: _______________________________
(Duly authorized)

FRANCHISEE ENTITY

By: ___________________________________
Name: ____________________________
Its: _______________________________
(Duly authorized)

Exhibit C

Agreement and Conditional Consent to Transfer

AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

This AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER AGREEMENT (the "Agreement") is made and entered into on __________ (the "Effective Date"), by and between Wireless Zone LLC, a Connecticut limited liability company with a principal business address of 10300 Kincaid Drive, Suite 100, Fishers, IN 46037 ("Franchisor"), _____________________, a ___________ with a principal business address of _______________ ("Franchisee"); and ___________________, a ___________ with a principal business address of _______________ ("Transferee") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, a Franchise Agreement dated ________ (the "Existing Franchise Agreement") was executed by and between Franchisee and Franchisor for the operation of a franchised unit located at ______________________ known as WZ-XXX (the "Franchised Store"); and

WHEREAS, Franchisee wishes to sell, assign and transfer, and Transferee wishes to buy, assume and receive, all of Franchisee's rights, obligations and assets relating to the Existing Franchise Agreement and the Franchised Store (collectively, the "Transfer") as set forth in that Asset Purchase Agreement between Franchisee and Transferee with effect as of the Transfer Date (the "APA"); and

WHEREAS, Franchisor has been notified of Franchisee's desire to sell the Franchised Store to Transferee and has requested that Franchisor consent to the Transfer under Section 12.02 of said Existing Franchise Agreement or exercise its right of first refusal; and

WHEREAS, as a condition to the Transfer, Transferee will execute Franchisor's then current franchise agreement for a Franchised Store and any other required documents (collectively, the "New Franchise Agreement"), and the Existing Franchise Agreement will be terminated in accordance herewith; and

WHEREAS, Franchisor is willing to grant its consent to the proposed sale and transfer, subject to the terms and conditions in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1. Condition Precedent. It is a necessary condition precedent to the performance of all obligations of all parties to this Agreement, specifically the grant of Franchisor's consent, that the Transferee and Franchisee enter into the APA and that they complete the Transfer on the Transfer Date. If the Transfer is not completed on the Transfer Date, or on such alternate date as agreed upon by all parties in writing, this Agreement is void and Franchisor's consent is revoked.

2. Conditions of Transfer. As a condition of Franchisor's consent, Transferee and Franchisee collectively represent and warrant the following regarding the performance of the Transfer:

A. As of the Transfer Date Transferee shall have all right and interest to all residuals, also known as account maintenance fees, related to the business of the Franchised Store.

B. As of the Transfer Date Transferee will assume / Franchisee will retain] liability to Franchisor for (i) all costs and charges for device and service deactivations, including but not limited to chargebacks, rebates, agent rebates, warranty, return, replacement and exchange costs incurred by Franchisor for devices and numbers activated, prior to the Transfer Date; (ii) other costs and charges incurred by Franchisor arising out of or related to money paid to Franchisee, prior to the Transfer Date, by Franchisor or the Provider(s) (as defined in the Franchise Agreement), including but not limited to coop advertising funds and marketing development funds; and (iii) any costs or charges incurred by Franchisor related to or arising out of any other services or products sold by Franchisee prior to the Transfer Date.

C. Transferee / Franchisee] shall pay to Franchisor the transfer fee of [AMOUNT] on the Transfer Date.

D. The [Transferee / Franchisee] will bear liability for renovation and modernization of the Franchise Store as directed by Franchisor to meet Franchisor's prevailing design criteria and will pay all costs, fees and expenses related to or arising out of the renovation and modernization. The renovation and modernization will be completed on or before a date that is to be determined by the parties.

E. On the Transfer Date, Franchisee will [assign / return, subject to Franchisor's current return policies,] all inventory in stock at the Franchised Store as of the Transfer Date to [Transferee / Franchisor] on the Transfer Date. Notwithstanding receipt of any inventory assigned by Franchisee, Transferee will purchase an initial inventory order from Franchisor with a value of at least fifty-thousand US dollars ($50,000), on payment terms acceptable to Franchisor.

F. Franchisee and Transferee have negotiated the Transfer without involvement by Franchisor and that, except for the preparation and execution of this Agreement for the purpose of exercising Franchisor's right to consent, Franchisor has not participated in the transaction between them and, therefore, has no knowledge of, and does not attest to, and has no obligations for, the accuracy of any representations or warranties made by or between Franchisee and Transferee in connection with this transfer.

3. Obligations and Representation. As a further condition of Franchisor's consent, Franchisee and Transferee separately represent and warrant the following:

A. Transferee Obligations and Representations. Transferee represents and warrants that:

i. Transferee has received disclosure of all franchise documents, including the New Franchise Agreement and Franchisor's FDD, and that it has reviewed and acknowledged disclosure and receipt of the same.

ii. Transferee has the financial resources, character and ability to operate the Franchised Store in compliance with the New Franchise Agreement.

iii. Transferee has executed Franchisor's New Franchise Agreement and all related and ancillary documents.

iv. Transferee has complied, and will continue to comply, with all requirements of Franchisor, including participation in training, purchasing inventory and equipment, updating fixtures and other preparations for operating the business beginning on the Transfer Date, or at such other time as Transferee and Franchisor may agree.

v. Transferee has or will enter into a lease or take assignment of an existing lease or enter into a sublease for the premises of the Franchises Store, effective as of the Transfer Date, and will provide evidence of such lease, sublease or assignment to Franchisor in a form satisfactory to Franchisor.

vi. Transferee has received all required approvals from the Provider or Providers (as such term is defined in the New Franchise Agreement) that serves the geographic area in which the Franchised Store operates.

B. Franchisee Obligations and Representations. Franchisee represents and warrants that:

i. Franchisee has executed a termination agreement between itself and Franchisor, effective as of the Transfer Date.

ii. Franchisee has complied, and will continue to comply, with all obligations under the termination agreement, including but not limited to payment of all amounts due and owing to Franchisor, whether under the Existing Franchise Agreement or any other agreement, closure of demo lines and the return of customer records and trademarked and proprietary materials to Franchisor.

iii. Franchisee is not in default of the Existing Franchise Agreement.

iv. After the Transfer Date, Franchisee will abide by all surviving provisions of the Existing Franchise Agreement, including all provisions that, either expressly or by their nature, are intended to survive the termination of the Existing Franchise Agreement, such as Sections 15, 16 and 17 of the Existing Franchise Agreement.

v. Franchisee has no right or title to the Trademark Assets and that it has not represented to Transferee or any other person, natural or fictitious, that it has right or title to the Trademark Assets. Franchisee has not entered into any agreement to sell or transfer the Trademark Assets. As of the Transfer Date, Franchisee will cease to identify itself or any other business it operates (excluding other Wireless Zone® franchises owned by the Franchisee) as a current or former Wireless Zone® franchise and will cease to use any Trademark Asset, including any Wireless Zone® trademark, trade name or trade dress, or any colorable imitation of the same, or other indicia of a Wireless Zone® franchise in any manner or purpose. "Trademark Assets" means all trade names, trademarks, and trade dress of the Wireless Zone® system, including the name "Wireless Zone®" and any forms, slogans, signs, symbols, devices or other materials bearing the name "Wireless Zone®", Verizon-branded materials, fixtures, displays and signage and Wireless Zone®-branded materials, fixtures, displays and signage which are and remain the property of Franchisor and/or Verizon Wireless.

vi. Franchisee shall be responsible for all other charge-backs, to include, but not be limited to, CO-OP charge-backs and Marketing Development Fund charge-backs for business conducted by Franchisee on or before the Closing Date.

vii. Franchisee will continue to operate the Franchised Store until the Transfer Date.

viii. As of the Transfer Date, Franchisee has no security interest in the Franchised Store or any assets related to the business of the franchise that are the subject of the Transfer, and no such security interest in the same will exist at any time after the Transfer Date. Franchisee waives any rights it has, had or ever will have to foreclose on, levy upon or repossess the Franchised Stores or any assets related to the business of the franchise that are the subject of the Transfer.

ix. Franchisee, its officers, directors, members, principals, employees, representatives, successors and assigns, will not make any disparaging, derogatory or negative comments, statements or other communications, orally, in writing, or in any medium, to any person or organization about Franchisor or the Wireless Zone® system or any parties or persons associated therewith, nor take any action that could have the effect of damaging the reputation of Franchisor, the Wireless Zone® system or any parties or persons associated therewith.

4. Release. In consideration for Franchisor's consent, Franchisee, for itself, its affiliates, and its successors and assigns, hereby remises, releases and forever discharges Franchisor, its affiliates, successors and assigns, as well as the shareholders, members, principals, officers, directors, employees, attorneys, agents, heirs and executors of Franchisor, its affiliates, successors and assigns (collectively, the "Released Parties"), of and from any and all debts, demands, losses, actions, causes of action, suits, accounts, covenants, contracts, warranties, agreements, damages and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and in equity, including without limitation causes of action arising out of alleged conspiracy, violations of any contract, express or implied, any covenant of good faith and fair dealing, *quantum meruit*, or any federal, state or municipal statute, regulation or ordinance, that the Franchisee, its affiliates, successors or assigns may now have or ever had against the Released Parties, whether under this Agreement, the Existing Franchise Agreement, or any other agreement, transaction, relationship, duty, obligation or in any other form, known and unknown, from the beginning of the world until the Transfer Date, it being the intent of the Franchisee to grant in favor of the Released Parties hereby a general release. Without otherwise limiting the generality of the foregoing release, the foregoing release will not apply to obligations of Franchisor to Franchisee specifically set forth in this Agreement.

A. [IF FRANCHISEE IS A RESIDENT OF OR FRANCHISED STORE IS OPERATED WITHIN MARYLAND] The foregoing release shall not be construed to release any of Franchisees claims or rights to claims under the Maryland Franchise Registration and Disclosure Law, if such release is in contravention of the Maryland Franchise Registration and Disclosure Law.

B. [IF FRANCHISEE IS A RESIDENT OF OR FRANCHISED STORE IS OPERATED WITHIN CALIFORNIA] This Release is intended by Franchisee to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in our favor of Franchisee against the Released Parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee hereby expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws of California, or any other applicable federal and state law with jurisdiction over the parties' relationship. Franchisee has been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides:

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

In making this voluntary express waiver, Franchisee acknowledge that claims or facts in addition to or different from those that are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is our intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. Franchisee acknowledges and agrees that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

Release Not Admission. Franchisee understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any claims made by or against Franchisor.

C. [IF FRANCHISEE IS A RESIDENT OF OR IF FRANCHISED STORE IS OPERATED WITHIN WASHINGTON] The foregoing release does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

5. Franchisor Consent and Representations. Under Section 12 of the Existing Franchise Agreement, the Transfer cannot take place without the consent of the Franchisor. Contingent upon Franchisee's and Transferee's compliance with the terms and conditions of this Agreement on or before 12:01 am of [DATE] (the "Transfer Date"), Franchisor consents, represents and warrants as follows:

A. Franchisor consents to the Transfer.

B. Franchisor waives its right under Section 12 of the Existing Franchise Agreement to first refusal regarding the Franchised Store;

C. Franchisor directs Franchisee to deliver to Transferee at the Transfer Date, for Transferee's use in accordance with the terms of the New Franchise Agreement, any and all physical Trademark Assets, including but not limited to signs, fixtures and promotional materials, in the possession of Franchisee.

6. Singular Consent. Franchisee and Transferee acknowledge and agree that Franchisor's execution of this Agreement is not intended to provide, and will not be construed as providing, Franchisor's consent with regard to a transfer of any right or interest under any other agreement not specifically identified herein. Such consent must be separately obtained.

7. Changed Circumstances. Franchisee and Transferee understand and acknowledge that Franchisor may, in the future, approve transfers under different terms, conditions and policies than those stated in this Agreement. Franchisor's consent and waivers of the right of first refusal under this Agreement will not be relied upon in future transactions as indicative of Franchisor's position or the conditions which might be attached to future consents or waivers of its right of first refusal.

8. Indemnification.

A. Franchisee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, principals, employees and representatives from and against any claims, losses, liabilities, costs or damages arising out of or related to a breach of any representation or warranty in this Agreement, or a breach of any obligations or provisions of this Agreement, by Franchisee, its officers, directors, members, principals, employees, representatives, successors and assigns. Without limiting the generality of the foregoing, Franchisee, jointly and severally with Transferee, agrees to indemnify, defend and hold Franchisor, its officers, directors, principals, employees, attorneys and representatives from and against any claims, losses, liabilities or damages arising out of or related to (a) the Transfer or (b) any dispute between Franchisee and Transferee regarding the Transfer.

B. Transferee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, principals, employees and representatives from and against any claims, losses, liabilities, costs or damages arising out of or related to a breach of any representation or warranty in this Agreement, or a breach of any obligations or provisions of this Agreement, by Transferee, its officers, directors, members, principals, employees, representatives, successors and assigns. Without limiting the generality of the foregoing, Transferee, jointly and severally with Franchisee, agrees to indemnify, defend and hold Franchisor, its officers, directors, principals, employees, attorneys and representatives from and against any claims, losses, liabilities or damages arising out of or related to (a) the Transfer or (b) any dispute between Transferee and Franchisee regarding the Transfer.

9. Non-Disclosure. Franchisor, Franchisee and Transferee agree to treat the existence and terms of this Agreement, the transactions contemplated hereby, and any communications, documents or agreements in connection herewith as "Confidential Information" as defined in the Existing Franchise Agreement and New Franchise Agreement, respectively, and to abide by the obligations contained in the Existing Franchise Agreement and New Franchise Agreement with respect thereto.

10. Additional Representations and Warranties. Franchisor, Franchisee and Transferee, separately and for themselves individually, represent and warrants that as of the Effective Date: (i) it is a legal entity duly organized and validly existing under the laws of its state and/or country of incorporation, as applicable; (ii) it has the power and authority to enter into and accept the terms and conditions of this Agreement, (iii) as a corporation or limited liability company it has duly authorized its representative and that each such representative has the right and authority to enter into and to accept the terms and conditions of this Agreement on behalf of the corporation or limited liability company; and (iv) the execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of any other agreement or relationship by a party with any other party.

11. Severability. If any provision of this Agreement will be declared illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions are nevertheless deemed valid and binding.

12. Waiver. The waiver by any Party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach or violation hereof.

13. Entire Understanding. This Agreement sets forth the entire understanding of the Parties for the subject matter hereof, and may be amended only by a writing signed by all Parties hereto. This Agreement will be binding upon each signatory, and their respective heirs, executors, successors and assigns.

14. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of Indiana without application of the principles of conflicts of law. Each of the Parties hereto irrevocably consents to the personal jurisdiction of the Federal and state courts of the State of Indiana, County of Marion, for any matter arising out of or relating to this Agreement, and each party agrees that any litigation concerning this Agreement or arising out of or relating to this Agreement shall be commenced exclusively in such courts, except that in any action seeking to enforce any order or judgment of such courts such personal jurisdiction will be non-exclusive.

15. Counterparts. This Agreement may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

FRANCHISOR:
WIRELESS ZONE LLC

By:______________________________________
Its:______________________________________

FRANCHISEE:
____

By:______________________________________
Its:______________________________________

TRANSFEREE:
____

By:______________________________________
Its:______________________________________

Exhibit D

Ascentium Capital LLC Equipment Finance Agreements

ascentium CAPITAL

Your Application for Financing is Approved

Finance Agreement xxx Prepared On January 16, 2024	Prepared For xxxxx	Financing Provided By **Regions Bank d/b/a** **Ascentium Capital** 23970 HWY 59 N Kingwood TX 77339

Enclosed is your Finance agreement. The below instructions will help you complete your documents:

- ✓ Follow the DocuSign instructions for electronically executing and returning your finance documents
- ✓ Provide a copy of a voided business check by Email to VSR@AscentiumCapital.com or by Fax to 1-866-846-3680.

Please Complete Signor Information for

Cell Phone:		**Home Phone:**	
Email:			
Federal Tax ID:			
Equipment Location: **(Please update if incorrect)**			

INVOICE AMOUNT	INVOICE DETAILS
$0.00	**Advanced Payment Amount**
$195.00	**Processing Fee(s)**
$0.00	**Less Money Received**
$195.00	**TOTAL AMOUNT DUE AT SIGNING**

Ascentium Capital greatly appreciates your business. If you have any questions, please contact me.

Tony Hunt
Phone: 281.883.0465
Email: tonyhunt@ascentiumcapital.com.

391-20230401 x

ascentium CAPITAL

EQUIPMENT FINANCE AGREEMENT

Agreement No. ++AppNumAS++

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

DEBTOR ("you" or "your"):	ADDRESS

PAYMENT SCHEDULE:	FINANCED AMOUNT: $

INTEREST: Payments include interest at ___% per annum on the unpaid Financed Amount calculated based on a year consisting of 12 months of 30 days each.

COLLATERAL: Items of equipment, inventory and personal property related thereto as generally described herein which Lender and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement ("EFA") and shall be provided to Debtor promptly upon request.

Personal Property Description:

Loan. Regions Bank, an Alabama banking corporation, d/b/a Ascentium Capital ("Lender", "we", "us" or "our") agrees to lend to you and you agree to borrow from us the Financed Amount set forth above for the financing of the Collateral and any shipping, installation, training, taxes, fees and other soft costs that we have approved for financing under this EFA (together, the "Soft Costs"). You irrevocably instruct us to pay the Supplier on your behalf, which payment is the funding of our loan to you. The Financed Amount is based upon the total estimated cost of the Collateral and financed Soft Costs (adjusted for any non-reimbursed down payments made by you) (the "Estimated Cost"), which Estimated Cost you and/or the Supplier have provided to us. If the final actual cost of the Collateral and any financed Soft Costs (the "Actual Cost") is different than the Estimated Cost, you authorize us to adjust the Financed Amount to the Actual Cost. If we request, you agree to execute a document reflecting such adjustments and we will provide you with evidence of our cost changes requiring such adjustments if you request. You represent and warrant to us that all information conveyed to us in connection with this EFA whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading.

Payments. You agree to pay us: (a) the number of payments in the amount(s) shown above (each a "Payment") plus (b) a pro-rated payment equal to 1/30th of a standard Payment times the number of days from the first funding date of the loan (the "Commencement Date") to the first monthly due date specified by us (the "First Due Date"). The interest rate stated above excludes this pro-rated payment and all fees. The pro-rated payment is due on the First Due Date, and the first Payment is due either in advance, on the First Due Date, or on the second Due Date, as specified by us. Subsequent Payments are due on the same day of each month thereafter (the period from the Commencement Date until full payment of your obligations, the "Term"). All payments are due whether or not we invoice you. You authorize us to adjust the Payment amount to maintain the same interest rate stated above if the Financed Amount changes. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law. Any returned check and any ACH debit that is not honored is subject to a $30 return fee. Amounts received under this EFA shall be applied to amounts owed as we determine. You may prepay this EFA only in accordance with the Prepayment Addendum referencing the Agreement No. above, which is made a part hereof.

Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all your obligations under this EFA. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary.

Obligations Absolute. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts due hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including without limitation any defect, damage or unfitness of the Collateral or Soft Costs or the Supplier's failure to deliver the Collateral or Soft Costs. You acknowledge you selected the Supplier, the Collateral and any Soft Costs and the Supplier is not our agent nor are we their agent. If the Collateral or any Soft Costs are unsatisfactory for any reason or are not delivered, your only remedy, if any, shall be against the Supplier and not against us.

Collateral. You will use the Collateral for commercial purposes only and in compliance with law. You will not sell, transfer, or lease the Collateral or allow it to be used by anyone other than you. At your expense, you will maintain the Collateral in good operating condition and repair and keep it free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You will not modify or change the location of the Collateral without our prior consent and will allow us to inspect it upon request. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid future Payments discounted at 3%. You will indemnify and hold us, our affiliates, employees and agents harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.

Fees & Taxes. You agree to pay when due and indemnify us from all taxes, interest and penalties relating to this EFA or the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us processing fees and all other fees we deem necessary.

Insurance. You will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required to, have such insurance placed for the Term in such form and amount as we deem reasonable to protect our interests. Such insurance will be for our sole benefit and not for your benefit, and your monthly payment pursuant to this EFA shall include a charge equal to (A) our premium expense for such insurance, which may be higher than the premium you would pay if you placed such insurance independently, plus (B) an annualized finance charge not to exceed 15% on our premium plus (C) fees for billing and other administrative services with respect to such insurance not to exceed $7.00 per month.

Default and Remedies. If any one of the following occurs with respect to you or any guarantor, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation contained in this EFA or any related document or (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us if we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, with all future Payments discounted to their present value at 3% per annum as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) direct Supplier to terminate your access to all software, services and support relating to the Collateral, without liability to us or Supplier, and/or (f) exercise any other right or remedy available under applicable law. You shall reimburse us for all costs we incur in enforcing and defending our rights and interests hereunder including our attorneys' fees and costs to repossess, repair, store and remarket the Collateral. A waiver of default is not a waiver of any other or subsequent default.

General. Lender is an FDIC-insured institution with its main office in Alabama. This EFA is governed by applicable Federal Law and the laws of Alabama with respect to interest and matters that are material to the determination of interest. This EFA is otherwise governed by the laws of Alabama, excluding conflicts of law principles. If any amount charged, collected or due exceeds the maximum amount permitted by applicable law, Lender shall make necessary adjustments to eliminate the excess. **You consent to the non-exclusive jurisdiction of courts located in Jefferson County, Alabama in any action relating to this EFA. You waive any objection based on improper venue and waive any right to a jury trial.** In some cases, we may receive a discount from Supplier to reduce your interest rate below what we would otherwise charge. Any such discount reduces your Payments due to a lower interest rate but does not reduce the Financed Amount. Time is of the essence with respect to your obligations under this Agreement. All of our rights and the indemnities in our favor under this EFA shall survive its termination. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You shall not assign or otherwise transfer this EFA or any of your obligations hereunder. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now under this EFA, but none of our obligations. All indemnities survive expiration or termination of this EFA. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You represent and warrant to us that the person executing this EFA on your behalf is authorized to do so. All fees, including fees and finance charges in connection with any insurance we obtain for our benefit on the Collateral under this EFA, may not only cover our costs but may include a profit. If Debtor constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after deposit with the US Postal Service, first class postage prepaid, addressed to Debtor at its address set forth above or to Lender at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree that by providing us with an email address or phone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or phone number that you provide to us now or in the future. This EFA may be executed in counterparts which together shall be the same instrument. You agree this EFA may be signed and delivered electronically. A copy of this EFA shall be deemed an original for all purposes except only the copy of this EFA marked as the "sole original" or similar language by us or our designee is the tangible chattel paper original of this EFA under the UCC. Lender may acknowledge its acceptance of this EFA in a subsequent communication signed by Lender.

This EFA shall become effective upon your signature below; however, our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us.

Debtor Name:		By:	
		Printed Name/Title:	

AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes Lender or Lender's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by Debtor from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA++ACHIrd_ang++Agreement. Any incorrect charge will be corrected upon notification to Lender by either a credit or debit to Debtor's account.

Bank Name:		Business Acct Name:	
Account No:		ABA No:	
Authorized Signature:		Printed Name / Title:	

ascentium CAPITAL	**PREPAYMENT ADDENDUM** Agreement No. ++AppNumAS++ Customer: ++CustNameAS++	Ascentium Capital 23970 HWY 59 N Kingwood, TX 77339-1535 AscentiumCapital.com

This Prepayment Addendum ("Addendum") sets forth your right to prepay the transaction evidenced by the agreement identified above ("Agreement"). Capitalized terms used, but not defined, in this Addendum shall have the meaning set forth in the Agreement.

Provided no default under the Agreement has occurred and is continuing as of the Prepayment Date (as defined below), you may prepay the Agreement, in whole but not in part, on any business day by paying Ascentium the "Unpaid Balance" in immediately available funds.

The Unpaid Balance shall equal, as of the date of the receipt by Ascentium of the Unpaid Balance (such date, the "Prepayment Date"), the sum of (i) the Principal Balance plus (ii) the Prepayment Fee plus (iii) any Additional Amounts (each as defined below) due under the Agreement.

"Principal Balance" means:

(a) The sum of all unpaid Payments, less all unearned interest, that are due and to become due under the Agreement; plus
(b) Ascentium's unamortized initial direct costs for the transaction evidenced by the Agreement.

"Prepayment Fee" means:

a) 3% of the Principal Balance if the Prepayment Date is on or before Ascentium's receipt of the 12th Payment, or
b) 2% of the Principal Balance if the Prepayment Date is following Ascentium's receipt of the 12th Payment but on or before its receipt of the 24th Payment; or
c) 1% of the Principal Balance if the Prepayment Date is following Ascentium's receipt of the 24th Payment.

"Additional Amounts" means (i) all other amounts (excluding Payments) due and owing under the Agreement as of the Prepayment Date, (ii) all known tax and insurance payments, if any, that we expect to pay on your behalf under the Agreement after the Prepayment Date but attributable to the period prior to the Prepayment Date, and (iii) all applicable taxes, if any, arising out of the prepayment.

Ascentium shall specify the Unpaid Balance which, absent manifest error, shall be binding and conclusive. Your prepayment pursuant to this Addendum does not release you from your indemnity obligations or your obligation to reimburse us for any taxes, insurance or other expenses we pay on your behalf under the Agreement after the Prepayment Date that were not included in the Unpaid Balance calculation.

Partial prepayments are not permitted. If you pay more than the current amount due under the Agreement, Ascentium may (i) apply the excess amount to the Payment(s) due at the end of the payment term or (ii) return the excess amount to you. If we apply the excess amount to Payment(s) due at the end of the term, the number of your remaining Payments will be reduced but the total amount of Payments set forth in the Agreement will not change including the interest calculated.

If you desire to prepay the Agreement in full, please contact Ascentium at customerservice@ascentiumcapital.com or 866-846-3646 to receive your current Unpaid Balance.

This Addendum is part of the Agreement. Except as expressly set forth in this Addendum, the Agreement remains unchanged and in full force and effect. You agree that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of an originally executed copy for all purposes.

Very truly yours,

Regions Bank d/b/a Ascentium Capital

3136-20240119

(Note: Above Prepayment Addendum is for EFA with 36 month term; Fee starts at 4% for 48 month term and at 5% for 60 month term and goes down 1% each year)

CUSTOMER IDENTIFICATION PROGRAM
No.

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Please enter your Date of Birth next to your name, below.

____

____

311-20220429

ascentium CAPITAL

PERSONAL GUARANTY

Agreement No. XXX

Ascentium Capital
23970 HWY 59 N
Kingwood, TX 77339-1535
AscentiumCapital.com

Obligor Name:	"Obligor")

The undersigned individual(s) ("you", "your") unconditionally guarantee to Regions Bank d/b/a Ascentium Capital and our successors and assigns ("we", "us" or "our") the prompt payment and performance when due of all of the obligations of the Obligor (named above) under the lease agreement, rental agreement, equipment finance agreement, installment payment agreement, loan and security agreement, or similar agreement (including schedules to master agreements) whose Agreement number is referenced above ("Agreement"), entered between us and the Obligor, as lessee, renter, debtor, or other obligor and all related documents executed by the Obligor (collectively, "Agreements").

We may proceed against you before proceeding against the Obligor, any collateral or any leased equipment under the Agreements, or enforcing any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Obligor, this Guaranty will remain in effect with respect to the Agreements as so changed even if you are not notified of the changes and will remain in effect even if the Agreements or any of them are no longer enforceable against the Obligor. You waive all presentments, demands for performance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and all other notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent.

This Guaranty shall be governed by the laws of the jurisdiction governing the Agreement. **You consent to non-exclusive jurisdiction of the courts in Jefferson County, Alabama in any action to enforce this Guaranty, waive any objection based on improper venue and waive any right to a jury trial.** The notice provisions in the Agreement shall apply to this Guaranty except that any notice to you, if delivered by mail, will be sent to your current address shown in our records. You agree that by providing us with an email address or a phone number, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or phone number that you provide to us now or in the future.

If there is more than one guarantor of the Obligor's obligations under the Agreements, the liabilities of each such guarantor shall be joint and several. This Guaranty shall inure to our benefit and our successors and assigns, and shall be binding upon you, your successors and permitted assigns. You agree this Guaranty may be signed and delivered electronically. A facsimile or other copy of this Guaranty, as executed, shall be deemed the equivalent of the original for all purposes. This Guaranty may be executed in separate counterparts which together shall constitute one and the same instrument. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Each of the undersigned has duly executed this Guaranty, effective as of January 25, 2024.

PLEASE SIGN BELOW			
Printed Name:		Guarantor Signature:	
Printed Name:		Guarantor Signature:	
Printed Name:		Guarantor Signature:	
Printed Name:		Guarantor Signature:	

3296-20230508

<u>Exhibit E</u>

Addendum to Franchise Agreement Regarding Compliance with Data Protection and Security of Personal Information (Massachusetts)

Addendum to Franchise Agreement Regarding Compliance with Data Protection and Security of Personal Information Massachusetts

This **ADDENDUM TO FRANCHISE AGREEMENT** (the "Massachusetts Data Protection and Security of Personal Information Compliance Addendum") is made and entered into effective the _____ day of ____, 20__, by and between Wireless Zone LLC, a limited liability company organized under the laws of the State of Connecticut with a principal place of business at 10300 Kincaid Drive, Suite 100, Fishers, IN 46037 ("WZ LLC"), and _________________________, a __________________________ organized under the laws of the state of __________________ with a principal place of business at ____ ("Franchisee").

The Franchisee hereby certifies, covenants and agrees that:

(i) the Franchisee has read and understands the Standards for the Protection of Personal Information of Residents of the Commonwealth, a copy of which is attached hereto as Exhibit 1;

(ii) the Franchisee has *either* (***check one***):

_____ (A) adopted the Data Protection and Privacy Procedures (Minimum Recommended Requirements) (Massachusetts) dated December 1, 2008, for use by each of its Massachusetts stores in the form attached hereto as Exhibit 2; *or*

______ (B) adopted Franchisee's own data protection and privacy procedures in the form Franchisee has attached hereto as Exhibit 3, which Franchisee represents and warrants comply with the requirements of Exhibit 1;

(iii) the Franchisee has implemented (or will implement if the retail location is not yet operational) the procedures identified in (ii) (A) or (B) above at all of its Massachusetts retail locations;

(iv) the Franchisee will at all times maintain and monitor compliance with such procedures; and the Franchisee will in all respects comply with Massachusetts and federal data protection, privacy and security laws and regulations in effect from time to time.

This Massachusetts Data Protection and Security of Personal Information Compliance Addendum may be executed in one or more counterparts, including by electronic signature, transmission, process or confirmation, each of which individually shall be deemed to be an original and all of which taken together shall constitute one instrument.

Wireless Zone LLC

By: ____

_________________________, its __________________
(duly authorized)

Franchisee:

By: ____

__________________________, its __________________
(duly authorized)

Exhibit 1

Standards for the Protection of Personal Information of Residents of the Commonwealth (Massachusetts)

201 CMR 17.00: STANDARDS FOR THE PROTECTION OF PERSONAL INFORMATION OF RESIDENTS OF THE COMMONWEALTH

Section:

17.01 **Purpose and Scope**

(1) Purpose
This regulation implements the provisions of M.G.L. c. 93H relative to the standards to be met by persons who own or license personal information about a resident of the Commonwealth of Massachusetts. This regulation establishes minimum standards to be met in connection with the safeguarding of personal information contained in both paper and electronic records. The objectives of this regulation are to insure the security and confidentiality of customer information in a manner fully consistent with industry standards; protect against anticipated threats or hazards to the security or integrity of such information; and protect against unauthorized access to or use of such information that may result in substantial harm or inconvenience to any consumer.

(2) Scope
The provisions of this regulation apply to all persons that own or license personal information about a resident of the Commonwealth.

17.02 **Definitions**

The following words as used herein shall, unless the context requires otherwise, have the following meanings:

Breach of security, the unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information, maintained by a person or agency that creates a substantial risk of identity theft or fraud against a resident of the commonwealth. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

Electronic, relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Encrypted, the transformation of data into a form in which meaning cannot be assigned without the use of a confidential process or key.

Owns or licenses, receives, stores, maintains, processes, or otherwise has access to personal information in connection with the provision of goods or services or in connection with employment.

Person, a natural person, corporation, association, partnership or other legal entity, other than an agency, executive office, department, board, commission, bureau, division or authority of the Commonwealth, or any of its branches, or any political subdivision thereof.

Personal information, a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

Record or Records, any material upon which written, drawn, spoken, visual, or electromagnetic information or images are recorded or preserved, regardless of physical form or characteristics.

Service provider, any person that receives, stores, maintains, processes, or otherwise is permitted access to personal information through its provision of services directly to a person that is subject to this regulation.

17.03: **Duty to Protect and Standards for Protecting Personal Information**
(1) Every person that owns or licenses personal information about a resident of the Commonwealth shall develop, implement, and maintain a comprehensive information security program that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of business of the person obligated to safeguard the personal information under such comprehensive information security program; (b) the amount of resources available to such person; (c) the amount of stored data; and (d) the need for security and confidentiality of both consumer and employee information. The safeguards contained in such program must be consistent with the safeguards for protection of personal information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
(2) Without limiting the generality of the foregoing, every comprehensive information security program shall include, but shall not be limited to:
(a) Designating one or more employees to maintain the comprehensive information security program;
(b) Identifying and assessing reasonably foreseeable internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing personal information, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
1. ongoing employee (including temporary and contract employee) training;
2. employee compliance with policies and procedures; and
3. means for detecting and preventing security system failures.
(c) Developing security policies for employees relating to the storage, access and transportation of records containing personal information outside of business premises.
(d) Imposing disciplinary measures for violations of the comprehensive information security program rules.
(e) Preventing terminated employees from accessing records containing personal information.
(f) Oversee service providers, by:

1. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such personal information consistent with these regulations and any applicable federal regulations; and
2. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for personal information; provided, however, that until March 1, 2012, a contract a person has entered into with a third-party service provider to perform services for said person or functions on said person's behalf satisfies the provisions of 17.03(2)(f)(2) even if the contract does not include a requirement that the third-party service provider maintain such appropriate safeguards, as long as said person entered into the contract no later than March 1, 2010.
(g) Reasonable restrictions upon physical access to records containing personal information, and storage of such records and data in locked facilities, storage areas or containers.
(h) Regular monitoring to ensure that the comprehensive information security program is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of personal information; and upgrading information safeguards as necessary to limit risks.
(i) Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing personal information.
(j) Documenting responsive actions taken in connection with any incident involving a breach of security, and mandatory post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of personal information.

17.04: **Computer System Security Requirements**
Every person that owns or licenses personal information about a resident of the Commonwealth and electronically stores or transmits such information shall include in its written, comprehensive information security program the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, shall have the following elements:
(1) Secure user authentication protocols including:
(a) control of user IDs and other identifiers;
(b) a reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
(c) control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
(d) restricting access to active users and active user accounts only; and
(e) blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system;
(2) Secure access control measures that:
(a) restrict access to records and files containing personal information to those who need such information to perform their job duties; and
(b) assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, that are reasonably designed to maintain the integrity of the security of the access controls;
(3) Encryption of all transmitted records and files containing personal information that will travel across public networks, and encryption of all data containing personal information to be transmitted wirelessly.
(4) Reasonable monitoring of systems, for unauthorized use of or access to personal information;
(5) Encryption of all personal information stored on laptops or other portable devices;
(6) For files containing personal information on a system that is connected to the Internet, there must be reasonably up-to-date firewall protection and operating system security patches, reasonably designed to maintain the integrity of the personal information.

(7) Reasonably up-to-date versions of system security agent software which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.
(8) Education and training of employees on the proper use of the computer security system and the importance of personal information security.

17.05: **Compliance Deadline**
(1) Every person who owns or licenses personal information about a resident of the Commonwealth shall be in full compliance with 201 CMR 17.00 on or before March 1, 2010.

REGULATORY AUTHORITY

201 CMR 17.00: M.G.L. c. 93H

Exhibit 2

Data Protection and Privacy Procedures
(Minimum Recommended Requirements - Massachusetts)
dated December 1, 2008

DATA PROTECTION PROCEDURES

Each employee must read and understand these Procedures. Each employee must follow these procedures at all times.

Vendors, contractors, third-party service providers and others that have access to Personal Information from us **must**: (i) establish that they have the capacity to protect such Personal Information; and (ii) agree **in writing** to maintain adequate safeguards for Personal Information. This will be a condition of doing business with us.

These Data Protection Procedures will be updated from time to time to reflect changes in the law.

FAILURE TO COMPLY; DISCIPLINARY MEASURES

Failure to follow these procedures is a serious breach. If the failure results in a Breach of Security, the responsible employee(s) will be disciplined, which, depending upon the circumstances, may include immediate dismissal. Vendors or other third parties that fail to maintain safeguards for Personal Information, or permit a Breach of Security, will be subject to appropriate action, which may include termination.

DATA PROTECTION OFFICER

One person is designated as the person responsible for Data Protection at each store, as listed below:

Store WZ/MF1#	Responsible Person

This person will be responsible for compliance by all employees and other persons with these Procedures at his or her store. The store owner may change this person from time to time but will always have someone who is responsible for the security of Personal Information.

AUDIT AND ASSESSMENT

The responsible person for each store will identify all records containing Personal Information, including paper files, computers, and portable devices used to store personal information, and will prepare a comprehensive written list of the types and locations of Personal Information. The responsible person will review existing security measures (such as locks on cabinets, password protection for computers, etc.), and will set action items to improve security as required by these Procedures.

The responsible person will periodically review the location and handling of Personal Information, and will take corrective action necessary to protect its security. This review will be conducted at least once a year.

TRAINING

The responsible person will give these Procedures to each employee of the store, and will make sure that each employee understands and follows the Procedures. The responsible person will inform new employees of these Procedures. The responsible person will periodically remind and refresh employees of their Personal Information security obligations.

PERSONAL INFORMATION PROTECTION POLICIES

The Wireless Zone® franchisee for the above listed store(s) hereby adopts the following Policies relating to Personal Information:

What is Personal Information? Each employee, contractor, and agent must read the definition of Personal Information at the end of these Procedures, and understand what must be protected.

Limit Collection of Personal Information. Collect and keep Personal Information only as *reasonably necessary* for the *legitimate purposes* for which it is collected.

Retain Personal Information only as Necessary. When Personal Information is no longer needed for legitimate purposes, it should be properly destroyed as soon as possible. Files and computer records should be examined periodically to destroy Personal Information that is no longer needed. Check with the carrier's requirements for retaining customer records that include Personal Information.

Limit Access. Only employees who *reasonably* need access to Personal Information for *legitimate purposes* will be allowed access to such Personal Information. The responsible person for each store will control keys to locks for hard copy files, and passwords and other safeguards for computers so that only authorized employees can access Personal Information.

Paper Records. All paper records containing Personal Information will be stored in a **secured location like a safe, locked file, or locked file room**. No one will have a key or other means of access to such secure area unless such person is authorized to access the Personal Information located there. It will be the responsibility of each employee who has custody of records with Personal Information to be sure that the files are locked when not in use, and are otherwise secure at all times. Once physical records containing Personal Information are no longer needed they must be promptly destroyed in a secure manner. Paper records **must be shredded**. **NEVER THROW OUT RECORDS WITH PERSONAL INFORMATION UNLESS THEY HAVE FIRST BEEN SHREDDED.** Where large quantities of paper records containing Personal Information are to be destroyed, a secure third party shredding service may be used. Never leave paper records with Personal Information lying around, particularly where customers or other persons can see or take them.

Computers. All computerized Personal Information must be secured by passwords and only authorized employees will have the passwords. Each person having Personal Information on their computer is responsible for securing the computer from unauthorized access whenever the computer is left unattended.

Special Rules for Laptops. LAPTOPS CONTAINING PERSONAL INFORMATION SHOULD NEVER BE TAKEN FROM THE STORE UNLESS IT IS ABSOLUTELY NECESSARY.

Don't Remove Records from the Store. Records containing Personal Information should not be removed from the store unless such removal is both authorized and necessary for legitimate purposes. If you do take records with Personal Information in them out of the store, you must keep them safe. Do not leave them unattended. For example: do not check luggage containing records that include Personal Information. Records containing Personal Information should not be given to third party carriers or persons for safekeeping, transportation or other reasons unless the security of such records can be reasonably assured. For example, records containing Personal Information should never be sent by regular U.S. Mail. Certified or Registered Mail, or nationally recognized couriers such as FedEx or UPS, should be used, in all cases with package tracking and signed confirmation of receipt.

Special rules for Credit Card Information. Credit card information that constitutes Personal Information must be handled in compliance with the requirements of law and the Payment Card Industry Data Security Standards. All employees handling this type of Personal Information must be familiar with these standards.

Terminated Employees. If an employee is terminated for any reason such person must immediately surrender all tangible or electronic records containing Personal Information, and return all computers, drives and documents with Personal Information. The responsible person will immediately retrieve any keys and change any passwords or access codes securing Personal Information, and take all reasonable steps to be sure that the terminated employee can no longer access Personal Information.

If there is a Breach of Security. If a Breach of Security occurs, it must be I**MMEDIATELY** reported to the franchise owner, who must **IMMEDIATELY** report it to WZ LLC Legal. The law may require notice or other actions upon a Breach of Security, and it is vitally important that any Breach of Security be promptly reported.

COMPUTER SYSTEM SECURITY REQUIREMENTS

All computers that contain Personal Information must be protected in accordance with the requirements of these Procedures.

User Authentication. Each store will monitor and control its computers.

Each user will be assigned a unique ID and a generic password; the user will be required to choose a unique password upon first login.

All IDs and passwords will be disclosed only to the responsible person in each store, who will keep such IDs and passwords secure. Employees should never share IDs or passwords.

Each user will memorize his or her ID and password and will not disclose them to any unauthorized person, or record them in any manner that compromises security.

Access to folders or files containing Personal Information will be restricted to active users who are authorized to access such Personal Information.

Users who require more than 5 attempts to log into a computer or system will be blocked; this number may be changed from time to time by the authorized person as appropriate.

Access Control. Users will be prohibited from accessing Personal Information that they do not need to perform their job function. This is accomplished by controlling access to folders, and, where appropriate, by password protecting documents.

Encryption of Laptops. All laptop computers and all portable drives, or other electronic data devices, must have Personal Information contained on them encrypted. The responsible person for each store will maintain encryption keys or passwords and make sure that only authorized employees have access to them.

Internet Access; Firewall Protection. Each store will maintain firewall protection and operating system security patches reasonably designed to maintain the integrity of Personal Information on all computers accessible to the internet.

Anti-virus Software. Each store will maintain system security agent software including malware protection and reasonably up-to-date patches and virus definitions.

Training. The responsible person will train all employees about computer security, including new employees, and will update this information and training periodically as necessary.

DEFINITIONS

Personal Information means an individual's first name and last name, or first initial and last name, in combination with any one or more of the following identifiers or data elements that relate to such individual:

social security number
driver's license number
state-issued identification card number
financial account number
credit or debit card number (with or without security code, access code, or PIN)
alien registration number
health insurance identification number

Personal Information also means information containing one or more of the above identifiers if it is capable of being associated with a particular individual. Information that is lawfully obtained from publicly available information, or from federal, state, or local government records, is not Personal Information.

Data Protection Program refers to our comprehensive program to protect Personal Information and other sensitive information and data of employees, customers, and others.

Breach of Security means the unauthorized acquisition or unauthorized use of unencrypted data, or encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of Personal Information maintained by a person or agency that creates a substantial risk of identity theft or fraud against an individual, or the acquisition or use of Personal Information by an authorized person or for unauthorized purposes. A good faith but unauthorized acquisition of Personal information by a person or agency, or employee or agent thereof, for the lawful purposes of such person or agency, is not a breach of security unless the Personal Information is used in an authorized manner or is subject to unauthorized disclosure.

QUESTIONS; FURTHER INFORMATION

For further information, please contact the responsible person for your store, listed above.

<u>Exhibit F</u>

Operations Manual Table of Contents

<u>Operations Manual for Wireless Zone® Stores</u>

<u>Table of Contents</u>

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Section 10: Customer Experience Expectations and Policies *(continued)*

Section 11: Programs and Resources

Section 12: Warehouse Policy and Procedures

Section 13: Finance

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Exhibit G

Roster of Franchisees

As of December 31, 2024

FRANCHISEE	STREET	CITY	STATE	ZIP	TELEPHONE NUMBER
Aaditya Telecom LLC	3655 West Anthem Way, Suite C109	Anthem	AZ	85086	(623) 551-9208
Aaditya Telecom LLC	3111 West Chandler Boulevard, Suite 1216	Chandler	AZ	85226	(480) 858-0800
TA Operating LLC	970 South Blake Ranch Road	Kingman	AZ	86401	(928) 681-5246
RA Wireless LLC	15807 North Frank Llyod Wright Boulevard, Suite 100	Scottsdale	AZ	85260	(602) 296-5100
TA Operating LLC	1010 North 339th Avenue	Tonopah	AZ	85354	(623) 386-6443
TA Operating LLC	2930 Lenwood Road	Barstow	CA	92311	(760) 253-2922
TA Operating LLC	4265 East Guasti Road	Ontario	CA	91761	(909) 390-2525
TA Operating LLC	4325 East Guasti Road	Ontario	CA	91761	(909) 390-7800
TA Operating LLC	5101 Quebec Street	Commerce City	CO	80022	(303) 286-0123
Taylor I, LLC	128 Greenwood Avenue	Bethel	CT	06801	(203) 628-7312
HWC Bristol CT, LLC	1188 Farmington Avenue	Bristol	CT	06010	(860) 940-6569
Brenner Communications, Inc.	119 South Main Street, Unit 5	Colchester	CT	06415	(860) 537-1000
HWC Coventry LLC	1675 Boston Turnpike	Coventry	CT	06238	(475) 766-8484
Danbury Group II, LLC	67 Newtown Road	Danbury	CT	06810	(203) 798-0008
TLE Group, LLC	1075 Boston Post Road	Darien	CT	06820	(203) 202-2966
Eastern Cellular, LLC	1105 Killingly Commons Drive	Dayville	CT	06241	(860) 774-2000
HWC Derby, LLC	52 Pershing Drive	Derby	CT	06418	(203) 735-7707
HWC East Haven, LLC	725 Foxon Road	East Haven	CT	06513	(203) 891-5519
Eastern Cellular, LLC	2450 Main Street	Glastonbury	CT	06033	(860) 262-9999
TEL Group, LLC	23 Glen Ridge Road #14	Greenwich	CT	06831	(203) 531-8800
ACE Cellular, Inc.	220 Route 12, Suite 4	Groton	CT	06340	(860) 448-9000
HWC Marlborough, LLC	3 East Hampton Road	Marlborough	CT	06477	(860) 295-0012
HWC Monroe, LLC	464 Main Street	Monroe	CT	06468	(203) 459-1661
TLE Group, LLC	136 Elm Street	New Canaan	CT	06840	(203) 966-6400
ACE Cellular, Inc.	351 North Frontage Road, Unit B 1	New London	CT	06320	(860) 439-1000
HWC Newington, LLC	12 Fenn Road	Newington	CT	06111	(860) 666-9663
Eastern Cellular, LLC	361 Boston Post Road	North Windham	CT	06256	(860) 456-7000
HWC Sono, LLC	105 West Avenue, Suite 1400	Norwalk	CT	06854	(203) 724-0323
MNS Group, LLC	572 Main Avenue	Norwalk	CT	06851	(203) 529-3220
Wireless Concepts of Orange, LLC	330 Boston Post Road	Orange	CT	06477	(203) 799-8110
Eastern Cellular, LLC	207 Kennedy Drive	Putnam	CT	06260	(860) 928-5400
Hardwork Communications, LLC	1285 East Putnam Avenue, Suite 2	Riverside	CT	06878	(203) 637-5441
HWC Newtown, LLC	75 Church Hill Road	Sandy Hook	CT	06482	(203) 748-4704
Taylai Group, LLC	100 Main Street North	Southbury	CT	06488	(203) 405-3093
HWC Southington CT, LLC	785 Queen Street	Southington	CT	06489	(860) 276-1044
HWC Stamford, LLC	290 Hope Street	Stamford	CT	06906	(203) 764-2161
HWC Stamford Downtown LLC	95 Bedford Street	Stamford	CT	06902	(203) 404-1800
HWC Stamford Southend, LLC	711 Canal Street, Unit 120R	Stamford	CT	06902	(203) 442-4988
HWC Stratford, LLC	411 Barnum Avenue Cutoff, Suite 7	Stratford	CT	06614	(203) 816-8606
DTL Group, LLC	960 White Plains Road	Trumbull	CT	06611	(203) 459-2600
Witech, Inc.	1051 Wolcott Street	Waterbury	CT	06705	(203) 755-6629
HWC Watertown, LLC	1156 Main Street, Unit 3	Watertown	CT	06795	(860) 333-6544
WH Group I, LLC	712 North Main Street	West Hartford	CT	06117	(860) 231-8001
LTE Group, LLC	379 Post Road East	Westport	CT	06880	(203) 221-0000
Mobile 1, Inc.	703 8th Street SE	Washington	DC	20003	(202) 364-1944
DKD2, LLC	3623 Wrangle Hill Road	Bear	DE	19701	(302) 317-1770

OM Ganesh One, Inc.	31010 Thornton Boulevard	Delmar	DE	19940	(302) 907-0360
Capital Station Wireless, Inc.	50 North Dupont Highway, Building 1, Suite 1	Dover	DE	19901	(302) 608-0075
Dover Wireless, LLC	34 Salt Creek Drive, Unit 2	Dover	DE	19901	(302) 608-0100
Harrington Wireless, Inc.	17146 South Dupont Highway	Harrington	DE	19952	(302) 398-6040
TP Wireless, Inc.	122 Lantana Drive	Hockessin	DE	19707	(302) 235-0402
TDP Wireless, Inc.	935 North Dupont Boulevard	Milford	DE	19963	(302) 424-1900
OM Ganesh One, Inc.	132 Christiana Mall, Space 5800	Newark	DE	19702	(302) 731-1329
OM Ganesh One, Inc.	408 Suburban Drive	Newark	DE	19711	(302) 283-9991
Ocean View Wireless, LLC	89 Atlantic Avenue	Ocean View	DE	19970	(302) 308-5800
Wireless Solutionz, LLC	6182 North US Highway 41, Unit B	Apollo Beach	FL	33572	(813) 645-2444
Modern Wireless of Apopka, LLC	1660 South Orange Blossom Trail	Apopka	FL	32703	(407) 464-9122
RXP Ohio, LLC	5710 SE Abshier Boulevard, Unit 2	Belleview	FL	34420	(352) 307-0930
Wireless Sales Boca Raton LLC	1200 West Yamato Road, Suite A6	Boca Raton	FL	33431	(561) 826-7100
YJT Comm Ocala, LLC	2521 North Federal Highway	Boca Raton	FL	33431	(561) 210-8400
RXP Ohio, LLC	7339 52nd Place East	Bradenton	FL	34203	(941) 900-1146
Wireless Solutionz, LLC	7272 Broad Street	Brooksville	FL	34601	(352) 796-9919
RXP Ohio, LLC	2241 West County Road 48	Bushnell	FL	33513	(352) 444-2911
YJT Comm Sugarland, LLC	886 West Sugarland Highway	Clewiston	FL	33440	(863) 227-0407
RXP Ohio, LLC	43384 Highway 27	Davenport	FL	33837	(863) 978-7678
JH Cellular, LLC	4779 South University Drive, Suite #1A	Davie	FL	33328	(954) 540-8728
ComServe Corporation	1845 South 8th Street	Fernandina Beach	FL	32034	(904) 712-3838
JH Cellular, LLC	13101 Paul J Doherty Parkway, Suite 240	Fort Myers	FL	33913	(239) 771-8717
Hotspot of Green Cove Springs, LLC	1342 North Orange Avenue	Green Cove Springs	FL	32043	(904) 930-4808
Hotspot Cell of the Avenues, Inc.	10300 Southside Boulevard, Space 2400A	Jacksonville	FL	32256	(904) 619-9199
Hotspot of Bartram Park, LLC	13820 Old Saint Augustine Road, Suite 205	Jacksonville	FL	32258	(904) 400-6566
Hotspot of Bay Meadows, LLC	8520 Baymeadows Road, Unit 2	Jacksonville	FL	32256	(904) 503-4536
Hotspot of Johns Creek, LLC	2851 County Road 210 West, Unit 117	Jacksonville	FL	32259	(904) 287-9129
Hotspot of Monument, LLC	3031 Monument Road, Unit 4	Jacksonville	FL	32225	(904) 379-0612
RXP Ohio, LLC	3234 Margaritaville Boulevard	Kissimmee	FL	34747	(321) 848-3559
RXP Ohio, LLC	5265 Bartow Road	Lakeland	FL	33812	(863) 646-4940
JH Cellular, LLC	2814 Lee Boulevard, Suite 5	Lehigh Acres	FL	33971	(239) 303-3526
RXP Ohio, LLC	5626 Fish Hawk Crossing Boulevard	Lithia	FL	33547	(813) 381-3294
Wireless Solutionz, LLC	18959 State Road 54	Lutz	FL	33558	(813) 949-0999
JH Cellular, LLC	5800 Overseas Highway, Suite 21	Marathon	FL	33050	(305) 998-4046
Wireless Solutions, LLC	923 North Collier Boulevard	Marco Island	FL	34145	(239) 394-2010
JH Cellular, LLC	2116 Tamiami Trail North	Naples	FL	34102	(239) 263-2720
Wireless Solutions, LLC	7335 Radio Road, Unit 8	Naples	FL	34104	(239) 513-0100
Hotspot of Neptune Beach, LLC	1108 Atlantic Boulevard	Neptune Beach	FL	32266	(904) 249-8756
Hotspot of Nocatee LLC	641 Crosswater Parkway, Unit G	Nocatee	FL	32081	(904) 686-1831
JH Cellular, LLC	7204 West McNabb Road	North Lauderdale	FL	33068	(954) 504-7098
YJT Comm Ocala, LLC	2219 East Silver Springs Boulevard	Ocala	FL	34470	(352) 351-2585
YJT Comm Shores, LLC	6837 SE Maricamp Road	Ocala	FL	34472	(352) 850-6446
YJT Communications, LLC	2105 South Parrott Avenue, Suite 101	Okeechobee	FL	34974	(863) 467-2919
Digital Wireless, Inc.	3860 Tampa Road, Suite B	Oldsmar	FL	34677	(813) 925-8707
Modern Wireless, Inc.	5290 East Highway 100, Suite 104	Palm Coast	FL	32164	(386) 313-5901
JH Cellular, LLC	1201 South Powerline Road	Pompano Beach	FL	33069	(954) 880-1683
Hotspot of P0nte Vedra Beach	2 Fairfield Boulevard, Unit 1A	Ponte Vedra	FL	32082	(904) 686-2362
JH Cellular, LLC	3280 Tamiami Trail, Unit 55B	Port Charlotte	FL	33952	(941) 235-9700
Hotspot of St Augustine, LLC	105 Murabella Parkway, Unit 8	St. Augustine	FL	32092	(904) 679-3899
Wireless Sales Sunrise LLC	12528 West Sunrise Boulevard	Sunrise	FL	33323	(984) 870-8477
JH Cellular, LLC	9430 West Commercial Boulevard, Suite 102	Tamarac	FL	33351	(954) 638-9905
Digital Wireless, Inc.	8708 West Hillsborough Avenue	Tampa	FL	33615	(813) 797-3200
Digital Wireless, Inc.	9313 North 56th Street	Temple Terrace	FL	33617	(813) 899-9400
JH Cellular, LLC	325 Jacaranda Boulevard	Venice	FL	34292	(941) 412-3490

Wireless Solutionz, LLC	28329 Paseo Drive, Suite 190	Wesley Chapel	FL	33543	(813) 991-7202
ComServe Corporation	1998 West Broad Street, Suite A	Athens	GA	30606	(706) 850-8880
TA Operating LLC	3181 Donald Lee Hollowell PKWY NW	Atlanta	GA	30318	(404) 794-7772
ComServe Corporation	509 North Veterans Boulevard	Glennville	GA	30427	(912) 654-1145
ComServe Corporation	455 Grayson Highway, Suite 4	Lawrenceville	GA	30046	(770) 203-0591
Hotspot of Georgia, LLC	2603 Osborne Road, Suite 100	Saint Marys	GA	31558	(912) 439-3330
ComServe Corporation	248 Retreat Village, Suite 248	Saint Simons Island	GA	31522	(912) 434-9271
ComServe Corporation	11 East Kennedy Street	Statesboro	GA	30458	(912) 212-2084
ComServe Corporation	3107C East 1st Street, Suite 1	Vidalia	GA	30474	(912) 537-3416
ComServe Corporation	2061 Experiment Station Road, Suite 103A	Watkinsville	GA	30677	(706) 769-1919
Leydens, Inc.	133 South Ankeny Boulevard	Ankeny	IA	50023	(515) 964-5170
Burlington Wireless LLC	1035 Lawrence Drive, Suite 2	Burlington	IA	52601	(319) 752-8500
Smartlinks, Inc.	1515 Butterfield Road, Unit 101	Aurora	IL	60502	(630) 820-5800
Smartlinks, Inc.	116 South Northwest Highway, Unit B2	Barrington	IL	60010	(847) 852-7050
More Wireless, Inc.	908 South IL Route 59	Bartlett	IL	60103	(630) 777-2718
NextGen Wireless, LLC	935 North Route 49	Casey	IL	62420	(217) 609-0171
NextGen Wireless, LLC	1304 Thelma Keller Avenue, Suite 100	Effingham	IL	62401	(217) 347-8811
NextGen Wireless, LLC	900 East Fayette Avenue	Effingham	IL	62401	(217) 342-2611
TA Operating LLC	1805 West Fayette Avenue	Effingham	IL	62401	(217) 347-0480
More Wireless, Inc.	2510 North Randall Road	Elgin	IL	60124	(630) 945-7179
NextGen Wireless, LLC	1480 North Worthey Street	Flora	IL	62839	(618) 662-0477
Dave & Wes Cellular LLC	1465 Hickory Point Mall	Forsyth	IL	62535	(217) 875-1639
Schulz Technologies LLC	3457 Nameoki Road	Granite City	IL	62040	(618) 452-1150
NextGen Wireless, LLC	1125 State Street	Lawrenceville	IL	62439	(217) 707-2160
Lemont Wireless, Inc.	1251 State Street, Suite 102	Lemont	IL	60439	(630) 257-5500
Lemont Wireless, Inc.	16527 West 159th Street, Suite 103	Lockport	IL	60441	(815) 838-2900
NextGen Wireless, LLC	1201 East 5th Street	Metropolis	IL	62960	(618) 638-0643
NextGen Wireless, LLC	118 West Washington Street	Newton	IL	62448	(618) 783-7255
More Wireless, Inc.	1693 Algonquin Road	Rolling Meadows	IL	60008	(847) 258-3178
More Wireless, Inc.	229 South Roselle Road	Schaumburg	IL	60193	(847) 285-1937
Dave & Wes Cellular LLC	2501 Wabash Avenue	Springfield	IL	62704	(217) 787-3721
Dave & Wes Cellular LLC	1101 West Spresser Street	Taylorville	IL	62568	(217) 287-7948
NextGen Wireless, LLC	1152 East Walnut Street	Watseka	IL	60970	(217) 703-9869
TA Operating LLC	24225 Lorenzo Road	Wilmington	IL	60481	(779) 232-7975
TA Operating LLC	16650 West Russell Road	Zion	IL	60099	(847) 395-5580
Bedford Cellular, Inc.	3084 John Williams Boulevard	Bedford	IN	47421	(812) 277-1900
Bedford Cellular, Inc.	3313 West 16th Street	Bedford	IN	47421	(812) 279-3353
ADMC Enterprises, LLC	289 West Walker Way, Suite 1	Columbia City	IN	46725	(260) 244-2929
ADMC Enterprises, LLC	9924 Illinois Road	Fort Wayne	IN	46804	(260) 387-7956
TA Operating LLC	2510 Burr Street	Gary	IN	46406	(219) 845-3721
NextGen Wireless, LLC	6010 West 86th Street, Suite 128	Indianapolis	IN	46278	(317) 228-9780
NextGen Wireless, LLC	6321 Crawfordsville Road, Suite E	Indianapolis	IN	46224	(317) 661-3492
NextGen Wireless, LLC	1450 West Southport Road, Suite D	Indianapolis	IN	46217	(317) 300-8481
Beer Wireless LLC	851 US Highway 20	Middlebury	IN	46540	(574) 358-0146
NextGen Wireless, LLC	4317 Charlestown Road, Suite 3	New Albany	IN	47150	(812) 725-6864
NextGen Wireless, LLC	3027 US Highway 36	Pendleton	IN	46064	(765) 221-9940
ADMC Enterprises, LLC	1465 North Cass Street, Suite 140	Wabash	IN	46992	(260) 274-6222
NextGen Wireless, LLC	6192 Whitestown Parkway	Whitestown	IN	46075	(317) 769-2227
Gardner Wireless LLC	335 North Moonlight Road	Gardner	KS	66030	(913) 884-4418
NextGen Wireless, LLC	378B West 5th Street	Benton	KY	42025	(270) 906-2275
RXP Ohio, LLC	96 Blackburn Lane, Suite B	Dry Ridge	KY	41035	(859) 823-1800
NextGen Wireless, LLC	750 West Fairview Avenue	Eddyville	KY	42038	(270) 963-8246
Swack Bros, LLC	3065 North Bend Road, Suite E	Hebron	KY	41048	(859) 918-6266
CELLPAGE LLC	1259 Paris Road	Mayfield	KY	42066	(270) 247-2355

CELLPAGE LLC	2540 Lone Oak Road, Unit A	Paducah	KY	42003	(270) 554-7273
Acton Wireless, Inc.	295 Main Street	Acton	MA	01720	(978) 429-8110
Arlington Wireless, Inc.	457 Massachusetts Avenue	Arlington	MA	02474	(781) 652-9606
Valley Wireless, LLC	149 B North Main Street	Belchertown	MA	01007	(413) 213-0772
HWC Braintree, LLC	539 Granite Street	Braintree	MA	02184	(781) 524-7200
HWC Canton, LLC	95 Washington Street	Canton	MA	02021	(781) 828-8886
Simply Wireless, LLC	21 Drum Hill Road	Chelmsford	MA	01824	(978) 654-5066
Simply Wireless, LLC	601 Memorial Drive	Chicopee	MA	01020	(413) 536-3200
Valley Wireless, LLC	422 Main Street	Easthampton	MA	01027	(413) 203-5577
Timberline Partners, Inc.	28 Fairhaven Commons Way	Fairhaven	MA	02719	(508) 984-8882
HWC Framingham, LLC	1245 Worcester Road	Framingham	MA	01701	(508) 784-2050
Simply Wireless, LLC	308 West Broadway	Gardner	MA	01440	(978) 410-5827
J & S General Store, Inc.	77 West State Street, Unit 4	Granby	MA	01033	(413) 467-9777
MA Communications, Inc.	740 Main Street, Suite 4	Great Barrington	MA	01230	(413) 528-8800
HWC Hingham, LLC	92 Derby Street, Suite 103	Hingham	MA	02043	(781) 236-3696
Simply Wireless, LLC	50 Holyoke Street, Suite B320	Holyoke	MA	01040	(413) 322-9637
SKB Wireless Corporation	10 Technology Drive, Suite 30	Hudson	MA	01749	(978) 567-9300
S&K Ventures, Inc.	769 Iyannough Road	Hyannis	MA	02601	(508) 771-8840
Valley Wireless, LLC	14 Pleasant Street	Lee	MA	01238	(413) 603-8600
Simply Wireless, LLC	975 Merriam Avenue, Suite 115	Leominster	MA	01453	(978) 840-1986
Littleton Wireless Corporation	235 Great Road	Littleton	MA	01460	(978) 486-0870
Elypse Systems and Solutions, Inc.	197 Boston Post Road West, Suite K	Marlborough	MA	01752	(508) 481-8000
S&K Ventures, Inc.	92 Main Street, Unit 5	Medway	MA	02053	(508) 533-0400
Timberline Partners, Inc.	438 West Grove Street	Middleborough	MA	02346	(508) 947-8854
HWC Milford, LLC	143 East Main Street	Milford	MA	01757	(508) 473-1114
Valley Wireless, LLC	43 Main Street	North Adams	MA	01247	(413) 664-0111
Timberline Partners, Inc.	999 South Washington Street	North Attleboro	MA	02760	(508) 699-8998
Valley Wireless, LLC	162 North King Street	Northampton	MA	01060	(413) 341-3473
Timberline Partners, Inc.	1415 Boston Providence Highway	Norwood	MA	02062	(781) 769-8881
Timberline Partners, Inc.	169 Route 6A	Orleans	MA	02653	(508) 255-5557
Elypse Systems and Solutions, Inc.	225 Newburyport Turnpike	Rowley	MA	01969	(978) 948-0808
Timberline Partners, Inc.	606 Washington Street, Unit 2	South Easton	MA	02375	(508) 230-7990
A Town Wireless, Inc.	18 Main Street, Unit 16	Townsend	MA	01469	(978) 597-0701
HWC Wellesley, LLC	165 Linden Street, Suite 165B1	Wellesley	MA	02481	(339) 230-0020
OM Ganesh One, Inc.	542 East Belvedere Avenue	Baltimore	MD	21212	(410) 433-1117
OM Ganesh One, Inc.	7101 Democracy Boulevard, Space 9026	Bethesda	MD	20817	(301) 469-9000
OM Ganesh One, Inc.	15610 Old Columbia Pike	Burtonsville	MD	20866	(301) 421-1121
KCS Wireless, LLC	706 Cambridge Plaza	Cambridge	MD	21613	(410) 228-9120
KCS Wireless, LLC	63B Kent Town Market	Chester	MD	21619	(410) 604-1000
OM Ganesh One, Inc.	1798 Merritt Boulevard	Dundalk	MD	21222	(410) 284-2495
OM Ganesh One, Inc.	220 Marlboro Road, Suite C	Easton	MD	21601	(410) 820-9455
OM Ganesh One, Inc.	100 East Pulaski Highway	Elkton	MD	21921	(443) 350-9024
OM Ganesh One, Inc.	5715 Richards Valley Road, Suite C-2	Ellicott City	MD	21043	(410) 465-5200
WiCom, Inc.	1700 Kingfisher Drive, Suite 12	Frederick	MD	21701	(301) 846-9663
OM Ganesh One, Inc.	11710 Market Place, Suite E	Fulton	MD	20759	(301) 490-9149
OM Ganesh One, Inc.	2319 Hanover Pike, Suite H	Hampstead	MD	21074	(410) 374-5930
Swack Bros LLC	1223 National Highway	Lavale	MD	21502	(240-362-7204
OM Ganesh One, Inc.	11670 Old National Pike	New Market	MD	21774	(301) 882-4063
OM Ganesh One, Inc.	3229 Spartan Road	Olney	MD	20832	(301) 570-9663
OM Ganesh One, Inc.	20 Maryland Avenue, Suite 450	Rockville	MD	20850	(301) 765-4388
Wireless of Eastern Shores, Inc.	411 North Fruitland Boulevard, Suite 7	Salisbury	MD	21801	(410) 341-3737
OM Ganesh One, Inc.	120 Frederick Road, Suite A	Thurmont	MD	21788	(301) 271-2290
Epic Communications, LLC	570 Stillwater Avenue, Unit A	Bangor	ME	04401	(207) 942-1004
Epic Communications, LLC	1 High Street	Ellsworth	ME	04605	(207) 667-8383
NH Connection, Inc.	225 Main Street	Mexico	ME	04257	(207) 369-0016

Epic Communications, LLC	19 Moosehead Trail	Newport	ME	04953	(207) 355-0100
Epic Communications, LLC	765 Main Street	Presque Isle	ME	04769	(207) 760-5025
CellSite Corporation	1209 Main Street	Sanford	ME	04073	(207) 490-9000
Epic Communications, LLC	175 Madison Avenue	Skowhegan	ME	04976	(207) 858-0020
TRA Wireless, LLC	20 Topsham Fair Mall Road	Topsham	ME	04086	(207) 729-8002
RXP Ohio, LLC	1495 M 32 West	Alpena	MI	49707	(989) 356-6900
Corridor Ventures Michigan, Inc.	2315 West Stadium Boulevard	Ann Arbor	MI	48103	(734) 327-5300
RXP Ohio, LLC	212 North Euclid Avenue	Bay City	MI	48706	(989) 667-5661
Smartlinks, Inc.	1355 Mall Drive, Suite A	Benton Harbor	MI	49022	(269) 921-3069
Smartlinks, Inc.	1505 Benzie Highway, US 31	Benzonia	MI	49616	(231) 882-9113
Corridor Ventures Michigan, Inc.	6684 Whitmore Lake Road	Brighton	MI	48116	(810) 360-0767
Corridor Ventures Michigan, Inc.	20759 Gibraltar Road	Brownstown Township	MI	48183	(734) 301-3515
Smartlinks, Inc.	9175 Cherry Valley Avenue	Caledonia	MI	49316	(616) 891-0072
Smartlinks, Inc.	4021 17 Mile Road NE	Cedar Springs	MI	49319	(616) 696-2395
RM Wireless, Inc.	7101 Dixie Highway	Clarkston	MI	48348	(248) 625-4500
Legends Wireless Troy, LLC	36700 Garfield Road	Clinton Township	MI	48035	(586) 415-8960
Smartlinks, Inc.	13070 South US Highway 27, Suite 9	Dewitt	MI	48820	(517) 668-6470
Corridor Ventures Michigan, Inc.	2725 Center Avenue	Essexville	MI	48732	(989) 891-5007
Smartlinks, Inc.	1288 North Leroy Street	Fenton	MI	48430	(810) 208-7300
L&R Wireless, Inc.	27014 Telegraph Road	Flat Rock	MI	48134	(734) 795-6699
RXP Ohio, LLC	4424 Corunna Road	Flint	MI	48532	(810) 732-7691
Corridor Ventures Michigan, Inc.	223 Main Street	Frankenmuth	MI	48734	(989) 652-5700
Smartlinks, Inc.	104 West Main Street	Freemont	MI	49412	(231) 335-2336
Smartlinks, Inc.	1234 Michigan Street NE	Grand Rapids	MI	49503	(616) 608-4820
Smartlinks, Inc.	5925 28th Street SE, Suite B	Grand Rapids	MI	49546	(616) 278-1088
Smartlinks, Inc.	11341 Highland Road	Hartland	MI	48353	(810) 632-5656
Smartlinks, Inc.	1036 Washington Avenue # 50	Holland	MI	49423	(616) 396-1550
Smartlinks, Inc.	1485 North Michigan Avenue, Suite 200	Howell	MI	48843	(517) 546-6700
Smartlinks, Inc.	4104 East Grand River Avenue	Howell	MI	48843	(517) 545-1300
Corridor Ventures Michigan, Inc.	1515 North West Avenue	Jackson	MI	49202	(517) 787-2020
Smartlinks, Inc.	2546 East Jolly Road, Suite 1	Lansing	MI	48910	(517) 993-6333
R.S. Shunyia, Inc.	37950 Ann Arbor Road	Livonia	MI	48150	(734) 464-2222
Smartlinks, Inc.	85 Cypress Street	Manistee	MI	49660	(231) 398-9091
Corridor Ventures Michigan, Inc.	132 South Cedar Street, Suite 600	Mason	MI	48854	(517) 604-6180
SE Cellular LLC	1120 South Saginaw Road	Midland	MI	48640	(989) 839-4143
SE Cellular LLC	6221 Jefferson Avenue	Midland	MI	48640	(989) 839-0263
RXP Ohio, LLC	100 South Morenci Avenue	Mio	MI	48647	(989) 826-2299
Smartlinks, Inc.	2010 South 11th Street, Suite 5	Niles	MI	49120	(269) 479-6209
RDA Wireless, Inc.	15431 Beck Road	Northville	MI	48168	(248) 692-8888
Corridor Ventures Michigan, Inc.	3490 Okemos Road, Suites C & D	Okemos	MI	48864	(517) 580-4921
Corridor Ventures Michigan, Inc.	250 Ortonville Road, Suite B	Ortonville	MI	48462	(248) 627-2000
RXP Ohio, LLC	5149 North US Highway 23	Oscoda	MI	48750	(989) 739-2058
Stuart Cellular, LLC	1031 East Main Street	Owosso	MI	48867	(989) 723-9663
Smartlinks, Inc.	1307 M89, Suite D	Plainwell	MI	49080	(269) 204-6425
SE Cellular LLC	7950 Gratiot Road	Saginaw	MI	48609	(989) 780-1101
Corridor Ventures Michigan, Inc.	6877 State Road	Saline	MI	48176	(734) 295-9620
Smartlinks, Inc.	1220 Phoenix Street	South Haven	MI	48195	(269) 292-6177
R & L Wireless, Inc.	16254 Fort Street	Southgate	MI	48195	(734) 225-7060
Stuart Cellular, LLC	800 South US 27, Suite 5	St. John's	MI	48879	(989) 227-0870
RXP Ohio, LLC	529 South Main Street, Suite B	Standish	MI	48658	(989) 846-0667
Smartlinks, Inc.	697 South State Street	Stanton	MI	48888	(989) 831-8180
Legends Wireless Sterling Heights, LLC	2520 Metropolitan Parkway	Sterling Heights	MI	48310	(586) 583-9350
Legends Wireless Sterling Heights II, LLC	35740 Van Dyke Avenue	Sterling Heights	MI	48312	(586) 795-8610

Smartlinks, Inc.	1382 South Centerville Road	Sturgis	MI	49091	(269) 503-0180
Smartlinks, Inc.	2770 Silver Lake Road, Suite 3	Traverse City	MI	49684	(231) 932-9800
Ghazi Investments, Inc.	2109 West South Boulevard	Troy	MI	48098	(248) 828-7000
D R Wireless, Inc.	36610 Ford Road	Westland	MI	48185	(734) 578-0111
Smartlinks, Inc.	1315 East Colby Street, Suite B	Whitehall	MI	49461	(231) 894-0332
Smartlinks, Inc.	5811 Byron Center Avenue SW, Suite U	Wyoming	MI	49519	(616) 249-8300
Corridor Ventures Michigan, Inc.	3644 Carpenter Road, Suite F	Ypsilanti	MI	48197	(734) 327-5400
Red Check Wireless, LLC	5721 La Centre Avenue, Suite 200	Albertville	MN	55301	(763) 428-2599
CJ Wireless, Inc.	3833 Lexington Avenue North, Suite 105	Arden Hills	MN	55301	(763) 428-2599
EXRS-Wireless 2, Inc.	14203 Edgewood Drive, Suite 120	Baxter	MN	56425	(218) 454-2075
Belle Plaine Wireless LLC	1062 East Enterprise Drive	Belle Plaine	MN	56011	(952) 873-2013
EXRS-Wireless, Inc.	10340 Baltimore Street NE, Suite 160	Blaine	MN	55449	(763) 780-7995
Buffalo Wireless LLC	637 Ryan's Way	Buffalo	MN	55313	(763) 684-4252
Red Check Wireless, LLC	1870 2nd Avenue SE, Suite 200	Cambridge	MN	55008	(763) 552-7555
EXRS-Wireless 2, Inc.	11501 Brink Avenue	Chisago City	MN	55013	(651) 257-3799
Eden Prairie Wireless LLC	16376 Wagner Way	Eden Prairie	MN	55344	(952) 224-9287
VZ Wireless, Inc.	115 Elm Street, Suite C	Farmington	MN	55024	(651) 344-7300
EXRS-Wireless 2, Inc.	209 12th Street SW	Forest Lake	MN	55025	(651) 464-2388
VZ Wireless, Inc.	919 Vermillion Street	Hastings	MN	55033	(651) 437-4800
EXRS-Wireless 2, Inc.	14755 Victor Hugo Boulevard, Suite 101	Hugo	MN	55038	(651) 330-4047
Inver Grove Heights Wireless LLC	9034 Cahill Avenue	Inver Grove Heights	MN	55076	(651) 485-7393
Lakeville Wireless LLC	17442 Kenwood Trail	Lakeville	MN	55044	(952) 898-9663
Maple Grove Wireless LLC	9420 Dunkirk Lane North	Maple Grove	MN	55311	(763) 424-9660
VZ Wireless, Inc.	740 Main Street #102	Mendota Heights	MN	55118	(651) 454-0707
Saint Francis Wireless LLC	12401 Wayzata Boulevard	Minnetonka	MN	55305	(516) 728-7679
Red Check Wireless, LLC	506 Highway 65 South	Mora	MN	55051	(320) 515-1471
EXRS-Wireless 2, Inc.	5466 St. Croix Trail, Suite K	North Branch	MN	55056	(651) 277-9122
Paynesville Wireless LLC	685 Opportunity Park Drive, Suite 2	Paynesville	MN	56362	(320) 333-3938
Red Check Wireless, LLC	1300 Northridge Court NW, Suite 400	Pine City	MN	55063	(320) 515-0240
Plymouth Wireless LLC	2700 Annapolis Circle North, Unit #1	Plymouth	MN	55441	(763) 557-1600
Princeton Wireless LLC	304 19th Avenue North, Suite C	Princeton	MN	55371	(763) 631-0883
VZ Wireless, Inc.	3836 150th Street West	Rosemount	MN	55068	(651) 423-1200
Saint Francise Wireless LLC	23168 Saint Francis Boulevard NW, Space 700	Saint Francis	MN	55070	(763) 452-0394
JLS Wireless, Inc.	5334 West 16th Street	St. Louis Park	MN	55416	(952) 545-9191
Saint Paul Wireless LLC	2034 Ford Parkway	St. Paul	MN	55116	(651) 330-0217
Virginia Wireless LLC	1461 South 12th Avenue West	Virginia	MN	55792	(218) 248-2110
Winona Wireless LLC	1201 Gilmore Avenue	Winona	MN	55987	(507) 453-7810
Zumbrota Wireless LLC	1605 South Main Street, Suite 300	Zumbrota	MN	55992	(507) 732-4122
Desloge Wireless LLC	45 North State Street, Suite B	Desloge	MO	63601	(573) 518-4705
Excelsior Wireless LLC	122 Corum Road	Excelsior Springs	MO	64024	(816) 637-5100
Kearney Wireless LLC	408 West 6th Street	Kearney	MO	64060	(816) 986-8777
TA Operating LLC	3304 Gold Avenue	Kingdom City	MO	65262	(573) 642-0676
Platte Wireless LLC	1098 Branch Street	Platte City	MO	64079	(816) 651-4390
Potosi Wireless LLC	828 East High Street, Suite 12	Potosi	MO	63664	(573) 436-2355
Schulz Technologies LLC	4428 Telegraph Road, Suite C	Saint Louis	MO	63129	(314) 200-9919
Wireless Hernando, LLC	2631 McIngvale Road, Suite 130	Hernando	MS	38632	(662) 298-3900
NH Connection Inc	410 Glen Avenue, Suite 1	Berlin	NH	03570	(603) 752-3663
CB Wireless, LLC	62 D'Amante Drive	Concord	NH	03301	(603) 223-9979
NH Connection Inc.	1292 Hooksett Road, Suite L	Hooksett	NH	03106	(603) 663-1006
NH Connection Inc.	210 Quality Drive, Suite D3	Hooksett	NH	03106	(603) 606-8550
Wireless World of Keene, LLC	459 West Street	Keene	NH	03431	(603) 357-7700
Smart Wireless, LLC	1106 Union Avenue, Unit 1	Laconia	NH	03246	(603) 524-1900
NH Connection Inc.	218 Main Street	Lancaster	NH	03584	(603) 788-2200
Cell-Site Corporation	54 Calef Highway #5	Lee	NH	03861	(603) 740-7474
NH Connection Inc.	678 Meadow Street	Littleton	NH	03561	(603) 444-0005

Smart Wireless, LLC	71 NH 25	Meredith	NH	03253	(603) 677-7008
SKB Wireless Corporation	207 Union Square	Milford	NH	03055	(603) 249-3300
Simply Wireless, LLC	291 Main Street, Unit B	Nashua	NH	03060	(603) 880-3600
Simply Wireless, LLC	310 Daniel Webster Highway, Pleasant Lane Mall, Store 162	Nashua	NH	03060	(603) 459-8253
Simply Wireless, LLC	150 Bridge Street, Unit E	Pelham	NH	03076	(603) 508-6900
Simply Wireless, LLC	19 Wilton Road, Suite 7	Peterborough	NH	03458	(603) 924-3379
NH Connection Inc	11 Plaistow Road, Unit 11C	Plaistow	NH	03865	(603) 382-0092
Smart Wireless, LLC	594 Tenney Mountain Highway, Route 25	Plymouth	NH	03264	(603) 536-6090
CB Wireless, LLC	1 Essex Drive, Unit 4	Raymond	NH	03077	(603) 244-1682
Cell-Site Corporation	15 Portsmouth Avenue	Stratham	NH	03885	(603) 775-7253
Valley Wireless, LLC	708 Main Street	Walpole	NH	03609	(603) 445-7016
NH Connection Inc.	1995 US Route 16	West Ossipee	NH	03890	(603) 539-2020
Jasmine Wireless, Inc.	298 South White Horse Pike	Audubon	NJ	08106	(856) 546-8080
OM Ganesh One, Inc.	25 Mountainview Boulevard	Basking Ridge	NJ	07920	(908) 542-1600
Berlin Wireless LLC	199 North Route 73, Unit A	Berlin	NJ	08009	(856) 753-5335
NJ Communication Inc.	2768 Dunns Mill Road	Bordentown	NJ	08505	(609) 298-0070
NJ Communication Inc.	327 Chimney Rock Road	Bound Brook	NJ	08805	(732) 868-8200
MAS Corporation	580 Brick Boulevard	Brick	NJ	08723	(732) 864-9400
Brielle Wireless LLC	602 Union Avenue	Brielle	NJ	08730	(732) 528-6300
Browns Mills Wireless LLC	18 Broadway Street, Suite 7	Browns Mills	NJ	08015	(856) 630-2494
Express Store, Inc.	650 Shunpike Road	Chatham	NJ	07928	(973) 822-9000
Cherry Hill Wireless LLC	100 Springdale Road, Suite B3	Cherry Hill	NJ	08003	(856) 547-1125
Gurmukh Wireless Chester LLC	157 US Highway 206	Chester	NJ	07930	(908) 955-7619
HWC Clementon, LLC	1477 Blackwood Clementon Road	Clementon	NJ	08021	(856) 227-2034
Corridor Ventures New Jersey, Inc.	1006 US Highway 46, Unit 5	Clifton	NJ	07013	(973) 471-8616
Sterling Group, LLC	18 West Main Street	Denville	NJ	07834	(973) 664-0404
Char-Meg Enterprises, Inc.	1692 North Clements Bridge Road	Deptford	NJ	08096	(856) 845-7000
Company Twenty Two, LLC	1 American Dream Way, Suite A120	East Rutherford	NJ	07073	(973) 800-9940
5G CELL LLC	561 US Highway 1, Suite E-2	Edison	NJ	08817	(732) 393-0020
Wireless Tech NJ, Inc.	13 East Palisade Avenue	Englewood	NJ	07631	(201) 431-9087
Flanders Wireless LLC	239 Route 206	Flanders	NJ	07836	(973) 584-5100
HWC Flemington, LLC	148 Route 31	Flemington	NJ	08822	(908) 284-1119
Wireless Plaza, Inc.	807 Franklin Avenue	Franklin Lakes	NJ	07417	(201) 847-2355
HWC Freehold, LLC	329 West Main Street	Freehold	NJ	07728	(732) 462-8888
Gillette 456, LLC	977 Valley Road, Suite A-2	Gillette	NJ	07933	(908) 580-0800
HWC Hackettstown, LLC	1885 Route 57	Hackettstown	NJ	07840	(908) 852-3838
MAS Corporation	950 Route 33	Hamilton	NJ	08690	(609) 588-9000
Wireless King LLC	1700 Madison Avenue	Lakewood	NJ	08701	(732) 994-2000
MAS LNJ Corporation	2960 Brunswick Pike	Lawrenceville	NJ	08648	(609) 873-3130
HWC Lincroft, LLC	642 Newman Springs Road	Lincroft	NJ	07738	(732) 530-1901
Madison Wireless, LLC	11 Park Avenue	Madison	NJ	07940	(973) 593-9199
Corridor Ventures New Jersey, Inc.	117 Franklin Turnpike, Unit 21	Mahwah	NJ	07430	(201) 684-0008
Laitay Group, LLC	87 Route 9 South, Building C	Marlboro	NJ	07746	(732) 853-1831
Marlton Wireless LLC	930 Route 70 West, Suite 500	Marlton	NJ	08053	(856) 751-1125
Wireless Matrix Matawan Inc.	1121 Route 34, Suite E	Matawan	NJ	07747	(732) 941-5248
HWC Medford, LLC	5 Wilkins Station, Suite 104	Medford	NJ	08055	(609) 975-9914
Medford Wireless LLC	510 Stokes Road, Suite D	Medford	NJ	08055	(609) 654-9266
Express Store, Inc.	296 Millburn Avenue	Millburn	NJ	07041	(973) 317-0190
Jasmine Wireless, Inc.	1600 Perrineville Road	Monroe Township	NJ	08831	(609) 655-2881
Moorestown Wireless LLC	310 Young Avenue	Moorestown	NJ	08057	(856) 235-2700
Morris Plains 456, LLC	1711 Route 10	Morris Plains	NJ	07950	(973) 998-7515
HWC Mullica Hill, LLC	141 Bridgeton Pike, Unit G	Mullica Hill	NJ	08062	(856) 478-6199
Wireless World Communications, Inc.	852 River Road	New Milford	NJ	07646	(201) 225-9800
Corridor Ventures New Jersey Inc.	10 Hampton House Road	Newton	NJ	07860	(973) 300-9111

Express Store, Inc.	211 Franklin Avenue	Nutley	NJ	07110	(973) 667-8400
Wireless Plaza, Inc.	350 Ramapo Valley Road, Suite 22	Oakland	NJ	07436	(201) 405-2626
5G CELL LLC	2583 County Road 516	Old Bridge	NJ	08857	(732) 679-1711
UKAY Wireless, LLC	225 Broad Avenue, Suite 110	Palisades Park	NJ	07650	(201) 346-0661
OM Ganesh One, Inc.	7 Route 31 North	Pennington	NJ	08534	(609) 730-4870
OM Ganesh One, Inc.	1252 US Highway 22	Phillipsburg	NJ	08865	(908) 454-4527
HWC Pilesgrove, LLC	859 Route 45, Suite D2	Pilesgrove	NJ	08098	(856) 441-2848
Corridor Ventures New Jersey, Inc.	500 Route 23, Suite 15	Pompton Plains	NJ	07444	(862) 225-9595
Jenn Enterprises, Inc.	301 North Harrison Street, Suite 25	Princeton	NJ	08540	(609) 688-6820
Char-Meg Enterprises, Inc.	137 Egg Harbor Road	Sewell	NJ	08080	(856) 232-1414
NJ Communication Inc	441 Elizabeth Avenue, Suite 16	Somerset	NJ	08805	(732) 412-7493
HWC Spotswood, LLC	424 Main Street	Spotswood	NJ	08884	(732) 723-1111
NJ Communication Inc	1922 Hooper Avenue	Toms River	NJ	08753	(908) 936-3079
Wireless Plaza, Inc.	26 Franklin Turnpike	Waldwick	NJ	07463	(201) 447-1800
HWC Washington, LLC	353 Route 31 South	Washington	NJ	07882	(908) 223-1470
Char-Meg Enterprises, Inc.	25 East Red Bank Road	Woodbury	NJ	08096	(856) 853-1853
Wireless Plaza, Inc.	327 Franklin Avenue	Wyckoff	NJ	07481	(201) 506-1100
TA Operating LLC	1950 East Greg Street	Sparks	NV	89431	(775) 355-8888
NYCOM Cellular Corp.	2239 31st Street	Astoria	NY	11105	(718) 731-6000
Hotspot Cell of Baldwin Harbor, Inc.	935 Atlantic Avenue	Baldwin	NY	11510	(516) 223-1111
SNS Wireless, LLC	15 East Genesee Street	Baldwinsville	NY	13027	(315) 849-1177
Hotspot Cell of Bayshore, Inc.	860 Sunrise Highway	Bay Shore	NY	11706	(631) 665-3700
Clear Connection, L.LC	774 North Bedford Road	Bedford Hills	NY	10507	(914) 244-1800
Excel Communications, Inc.	748 Suffolk Avenue	Brentwood	NY	11717	(631) 231-3437
Clear Connection, LLC	111D Independent Way	Brewster	NY	10509	(845) 279-3444
Wireless Matrix Brockport Inc.	4756 Lake Road	Brockport	NY	14420	(585) 637-6010
Boroughs Communication Inc.	940 Southern Boulevard	Bronx	NY	10459	(347) 431-4530
Boroughs Communication Inc.	2899 3rd Avenue	Bronx	NY	10455	(347) 431-2821
Atlas Telecommunications of Rockland County, Inc.	139 Heyward Street	Brooklyn	NY	11206	(718) 624-7500
Boroughs Communication Inc.	419 Court Street	Brooklyn	NY	11231	(718) 535-0803
Boroughs Communication Inc.	922 Flatbush Avenue	Brooklyn	NY	1226	(347) 221-0556
Boroughs Communication Inc.	14 Hillel Place	Brooklyn	NY	11210	(929) 339-0107
Boroughs Communication Inc.	1199 Liberty Avenue	Brooklyn	NY	11208	(347) 365-9192
Boroughs Communication Inc.	2114 Rockaway Parkway	Brooklyn	NY	11236	(718) 535-0847
N.Y. Connection Inc.	6818 18th Avenue	Brooklyn	NY	11204	(718) 236-1080
N.Y. Connection Inc.	3069 Brighton 5th Street	Brooklyn	NY	11235	(718) 648-0081
Wireless King LLC	5223 13th Avenue	Brooklyn	NY	11219	(718) 644-9000
Wireless Matrix Ave J Inc.	1214 Avenue J	Brooklyn	NY	11230	(718) 400-3646
Wireless Matrix C I Corp	2680 Coney Island Avenue	Brooklyn	NY	11235	(718) 646-1800
WirelessDotCom NY LLC	2723 Avenue U	Brooklyn	NY	11229	(718) 872-7472
Center Moriches Wireless LLC	252A Main Street	Center Moriches	NY	11934	(631) 909-4175
HWC Central Valley LLC	498 Red Apple Court, Suite K107	Central Valley	NY	10917	(845) 306-3181
HWC Chappaqua, LLC	480 North Bedford Road, Unit 90	Chappaqua	NY	10514	(914) 861-3710
N.Y. Connection Inc.	900 Montauk Highway	Copiague	NY	11726	(631) 464-4500
Wireless Group Holdings, Inc.	48 East Market Street	Corning	NY	14830	(607) 654-7838
HWC Croton on Hudson, LLC	440 South Riverside Avenue, Suite 4	Croton on Hudson	NY	10520	(914) 401-4033
Wireless Group Holdings, Inc.	5 Franklin Plaza	Dansville	NY	14437	(585) 612-0999
Number 3, Inc.	50 Livingstone Avenue	Dobbs Ferry	NY	10522	(914) 674-8800
Grey Street Wireless, Inc.	123 Grey Street	East Aurora	NY	14052	(716) 652-3430
N.Y. Connection Inc.	60 Park Place	East Hampton	NY	11937	(631) 907-4004
EI Wireless LLC	126 East Main Street, Suite 5	East Islip	NY	11730	(631) 277-8557
East Meadow Wireless LLC	2464 Hempstead Turnpike, Unit C	East Meadow	NY	11554	(516) 794-5350
Wireless Group Holdings, Inc.	26397 Johnson Road	Evans Mills	NY	13637	(315) 629-6075
N.Y. Connection Inc.	240 Airport Plaza Boulevard	Farmingdale	NY	11735	(631) 861-3030

N.Y. Connection Inc.	28 Hempstead Turnpike, Suite C	Farmingdale	NY	11735	(516) 249-1331
Cellular LLC	15805 Northern Boulevard	Flushing	NY	11358	(718) 321-9969
Cellular LLC	19130 Northern Boulevard	Flushing	NY	11358	(718) 353-3003
Flushing Mobile, Inc.	3638 Union Street	Flushing	NY	11354	(718) 661-0061
Hotspot Cell, Inc.	629 Franklin Avenue	Franklin Square	NY	11010	(516) 561-2221
Glen Cove Solutions Inc	71 Forest Avenue	Glen Cove	NY	11542	(516) 399-2424
Great Neck Wireless Center, Inc.	67 Middle Neck Road	Great Neck	NY	11021	(516) 466-9100
N.Y. Connection Inc.	38 East Montauk Highway	Hampton Bays	NY	11946	(631) 856-4400
Hempstead Solutions Inc	13 Front Street	Hempstead	NY	11550	(516) 583-6000
Wireless Group Holdings, Inc.	37 Main Street	Hornell	NY	14843	(607) 324-5888
HWC Howard Beach, LLC	159-20 Cross Bay Boulevard	Howard Beach	NY	11414	(718) 738-2600
N.Y. Connection Inc.	1748 Veterans Highway, Unit 1754	Islandia	NY	11749	(631) 761-8606
Green Acres Communication Inc.	264 Plaza Road	Kingston	NY	12401	(845) 383-1003
NRS Wireless Inc	575 Portion Road	Lake Ronkonkoma	NY	11779	(631) 467-8088
N.Y. Connection Inc.	624 Wellwood Avenue	Lindenhurst	NY	11757	(631) 991-8855
TO Wireless, Inc.	318 Oswego Street	Liverpool	NY	13088	(315) 708-0800
D.R. Bogart Wireless, Inc.	5696 South Transit Road	Lockport	NY	14094	(716) 439-0300
Wireless Group Holdings, Inc.	7395 Turin Road	Lowville	NY	13367	(315) 874-4004
Clear Connection, LLC	129 Route 6	Mahopac	NY	10541	(845) 628-9800
HWC Mamaroneck, LLC	809B Mamaroneck Avenue	Mamaroneck	NY	10543	(914) 777-7444
Boroughs Communication Inc	750 8th Avenue	Manhattan	NY	10036	(646) 371-9434
Boroughs Communication Inc	2875 Broadway, Space A	Manhattan	NY	10025	(646) 368-1181
Hotspot Collectives III, Inc.	10095 Main Road	Mattituck	NY	11952	(631) 239-8152
Thrive Tech Inc.	136 East Jericho Turnpike	Mineola	NY	11501	(516) 535-5889
Wireless King LLC	51 Forest Road, Suite 316	Monroe	NY	10950	(845) 774-8383
Ping Cellular LLC	59 Route 59, Suite 126	Monsey	NY	10952	(845) 426-6500
Green Acres, Inc.	125 Hawkins Drive	Montgomery	NY	12549	(845) 784-1515
New Hyde Park Solutions Inc	1596 Union Turnpike	New Hyde Park	NY	11040	(516) 233-2320
Green Acres Communication, Inc.	367 Windsor Highway, Suite 300	New Windsor	NY	12553	(845) 569-0957
One World Wireless Inc	263 West 23rd Street	New York	NY	10011	(212) 206-6888
One World Wireless of 2nd Ave Inc	133 2nd Avenue	New York	NY	10003	(646) 998-5021
Wireless Tech 2, Inc.	892 2nd Avenue	New York	NY	10017	(212) 481-6088
Wireless Tech, Inc.	395 3rd Avenue	New York	NY	10016	(917) 478-7856
Boroughs Communication Inc.	3549 Broadway	New York	NY	10031	(646) 371-9595
Boroughs Communication Inc.	162 Dyckman Street	New York	NY	10040	(646) 998-3038
Green Acres Communication, Inc.	39 North Plank Road, Suite 15	Newburgh	NY	12550	(845) 784-1612
Wireless Group Holdings, Inc.	1100 Champlain Street	Ogdensburg	NY	13669	(315) 393-4300
Wireless Group Holdings, Inc.	137 SR 104	Oswego	NY	13126	(315) 216-4430
N.Y. Connection Inc.	249 Pine Hollow Road	Oyster Bay	NY	11771	(516) 802-0541
HWC Patterson, LLC	3103 Route 22	Patterson	NY	12563	(845) 319-6280
Pearl River Wireless LLC	89 North Middletown Road	Pearl River	NY	10965	(845) 620-3787
Wireless Matrix Penfield Inc.	2200 Penfield Road	Penfield	NY	14526	(585) 377-3230
Wireless Group Holdings, Inc.	159 Market Street	Potsdam	NY	13676	(315) 265-1900
Wireless Group Holdings, Inc.	3170 Chili Avenue	Rochester	NY	14624	(585) 247-3610
NRS Wireless Inc	357 Route 25A	Rocky Point	NY	11778	(631) 849-6880
TLE Group, Inc.	86 Purchase Street	Rye	NY	10580	(914) 921-1819
Wireless Group Holdings, Inc.	38 Main Street	Saranac Lake	NY	12983	(518) 891-7300
Sayville Mobile LLC	5640 Sunrise Highway, Suite 80	Sayville	NY	11782	(631) 563-0101
N.Y. Connection Inc.	74 East Main Street, Unit 11A	Smithtown	NY	11787	(631) 780-5219
N.Y. Connection Inc.	69 Main Street	Southampton	NY	11968	(631) 741-6110
Springville Wireless, Inc.	231 South Cascade Drive	Springville	NY	14141	(716) 592-4756
Wireless Matrix Corp	1267 Forest Avenue	Staten Island	NY	10302	(718) 442-8040
Wireless Matrix II Inc.	658 Forest Avenue	Staten Island	NY	10310	(718) 442-0004
Wireless Matrix 4, Inc.	2935 Veterans Road West	Staten Island	NY	10309	(718)412-2004
Wireless Matrix Richmond Inc.	1573 Richmond Road	Staten Island	NY	10304	(718) 568-9006

Green Acres Communication, Inc.	2034 Green Acres Mall, Space 2203B	Valley Stream	NY	11581	(516) 510-6625
Green Acres Communication, Inc.	942 Route 376, Suite 9	Wappingers Falls	NY	12590	(845) 221-8000
NYCOM Cellular Corp	595 Hempstead Turnpike	West Hempstead	NY	11552	(516) 583-6000
HWC White Plains, LLC	125 Westchester Avenue, Suite 1180	White Plains	NY	10601	(914) 359-4414
HWC Yorktown Heights, LLC	650 Lee Boulevard, Suite C14	Yorktown Heights	NY	10598	(914) 202-4331
ComServe Corporation	1443 Claremont Avenue	Ashland	OH	44805	(419) 289-9200
RXP Ohio, LLC	11 5th Street SE	Barberton	OH	44203	(330) 800-7443
RXP Ohio, LLC	3301 Dayton Xenia Road, Suite 400	Beavercreek	OH	45432	(937) 429-2230
ComServe Corporation	1241 South Main Street	Bryan	OH	43506	(419) 633-1033
Campbell Communications LLC	2111 Locust Street South	Canal Fulton	OH	44614	(330) 752-4326
Campbell Communications LLC	7216 Fulton Drive NW	Canton	OH	44718	(330) 832-5538
ComServe Corporation	930 North Main Street	Celina	OH	45822	(419) 586-3671
Swack Bros, LLC	6302 Harrison Avenue, Suite D	Cincinnati	OH	45247	(513) 574-0029
Swack Bros, LLC	4900 Delhi Pike	Cincinnati	OH	45238	(513) 451-9663
Swack Bros, LLC	5434 North Bend Road, Suite 200	Cincinnati	OH	45247	(513) 389-0871
RXP Ohio, LLC	2510B Ohio Avenue	Cincinnati	OH	45219	(513) 315-3149
RXP Ohio, LLC	2552 Cunningham Drive	Cincinnati	OH	45241	(513) 780-7291
RXP Ohio, LLC	3546 Columbia Parkway	Cincinnati	OH	45226	(513) 252-2225
RXP Ohio, LLC	3553 Steelyard Drive	Cleveland	OH	44109	(216) 906-6797
RXP Ohio, LLC	4153 Hamilton Cleves Road, Suite F	Cleves	OH	45002	(513) 666-3906
RXP Ohio, LLC	2245 West Dublin Granville Road, Suite 105	Columbus	OH	43085	(614) 344-0000
Swack Bros LLC	890 North High Street	Columbus	OH	43215	(614) 745-0003
RXP Ohio, LLC	7070 Miller Lane, Suite 103	Dayton	OH	45414	(937) 890-5588
Swack Bros, LLC	7040 Hospital Drive	Dublin	OH	43016	(614) 389-2082
RXP Ohio, LLC	116 South Main Street	Englewood	OH	45322	(937) 832-8793
RXP Ohio, LLC	1175 East Dayton Yellow Springs Road	Fairborn	OH	45324	(937) 318-9476
RXP Ohio, LLC	220 Granville Street	Gahanna	OH	43230	(614) 471-1300
RXP Ohio, LLC	1024 South Broadway, Unit 3	Geneva	OH	44041	(440) 299-8455
Jabby Communications, LLC	601 East State Street	Georgetown	OH	45121	(937) 515-4943
Jabby Communications, LLC	1382 Main Street	Hamilton	OH	45013	(513) 737-0139
All Things Wireless, LLC	897 Hebron Road, Suite 109	Heath	OH	43056	(740) 788-8771
Jabby Communications, LLC	581 Harry Sauner Road	Hillsboro	OH	45133	(937) 393-3342
Cellular Level, Inc.	178 West Streetsboro Street, Suite 2B	Hudson	OH	44236	(330) 571-5807
ComServe Corporation	30 North Main Street	Kenton	OH	43326	(419) 674-4909
RXP Ohio, LLC	3008 Far Hills Avenue	Kettering	OH	45429	(937) 716-1362
ComServe Corporation	2320 Harding Highway	Lima	OH	45804	(419) 225-9202
ComServe Corporation	2050 Allenton Road	Lima	OH	45805	(419) 879-5700
RXP Ohio, LLC	8210 Macedonia Commons Boulevard, Suite 62	Macedonia	OH	44056	(330) 886-8232
ComServe Corporation	625 Lexington Avenue	Mansfield	OH	44907	(330) 880-0660
ComServe Corporation	1206 Park Avenue West	Mansfield	OH	44906	(419) 528-4477
ComServe Corporation	1048 Ashland Road	Mansfield	OH	44905	(419) 775-5906
Swack Bros, LLC	8465 South Mason Montgomery Road	Mason	OH	45040	(513) 229-8857
RXP Ohio, LLC	3 Massillon Marketplace Drive SW	Massillon	OH	44646	(330) 880-0660
RadioActive Wireless, LLC	15624 West High Street	Middlefield	OH	44062	(440) 632-1600
RXP Ohio, LLC	1067 SR 28	Milford	OH	45150	(513) 780-7289
ComServe Corporation	368 North Main Street	Minster	OH	45865	(419) 628-1717
RXP Ohio, LLC	1308 Hamilton Lebanon Road East	Monroe	OH	45050	(513) 402-7478
RXP Ohio, LLC	528 West Marion Road	Mt. Gilead	OH	43338	(419) 946-6678
RXP Ohio, LLC	110 Glover Drive	Mt. Orab	OH	45154	(937) 444-5066
TA Operating LLC	9787 US Route 40 West	New Paris	OH	45347	(937) 437-8593
Campbell Communications LLC	6781 Wales Avenue NW	North Canton	OH	44720	(330) 497-5889
RXP Ohio, LLC	9465 Sprague Road	North Royalton	OH	44133	(440) 840-7272
RXP Ohio, LLC	8078 East Broad Street	Reynoldsburg	OH	43068	(614) 759-8900
ComServe Corporation	480 Fortman Drive	Saint Marys	OH	45885	(419) 394-4869
RA Salem Wireless, LLC	2870 East State Street	Salem	OH	44460	(330) 337-3810

RXP Ohio, LLC	418 East Perkins Avenue, Suite 1A	Sandusky	OH	44870	(419) 625-3131
TA Operating LLC	8834 Lake Road	Seville	OH	44273	(330) 769-1011
RXP Ohio, LLC	2463 East National Road	Springfield	OH	45505	(937) 717-1043
RXP Ohio, LLC	139 State Route 3	Sunbury	OH	43074	(740) 965-8300
Corridor Ventures Ohio, Inc.	1440 Secor Road, Suite L	Toledo	OH	43607	(419) 531-1444
Corridor Ventures Ohio, Inc.	3504 Secor Road, Suite 320	Toledo	OH	43606	(419) 362-5969
Campbell Communications LLC	3939 Massillon Road, Suite 201	Uniontown	OH	44685	(330) 899-1667
RXP Ohio, LLC	1382 West Lane Avenue	Upper Arlington	OH	43221	(614) 481-2252
ComServe Corporation	785 Fox Road	Van Wert	OH	45891	(567) 259-7059
RXP Ohio, LLC	990 High Street, Suite B	Wadsworth	OH	44281	(330) 696-2606
ComServe Corporation	1280 Bellefontaine Street, Suite 2	Wapakoneta	OH	45895	(419) 739-7040
RXP Ohio, LLC	206 Waverly Place	Waverly	OH	45690	(740) 977-8959
Jabby Communications, LLC	11452 State Route 41	West Union	OH	45693	(937) 779-3122
RXP Ohio, LLC	3417 Cleveland Road	Wooster	OH	44691	(330) 264-1500
All Things Wireless, LLC	3113 Green Garden Road, Suite 310	Aliquippa	PA	15001	(724) 375-0600
KCS Wireless, LLC	3075 West Tilghman Street	Allentown	PA	18104	(610) 820-7000
OM Ganesh One, Inc.	5580 Goods Lane, Suite 1067	Altoona	PA	16602	(814) 201-2575
OM Ganesh One, Inc.	821 Gap Newport Pike	Avondale	PA	19311	(610) 268-2288
Central Office Products, Inc.	242 Chippewa Town Centre	Beaver Falls	PA	15010	(724) 846-1845
OM Ganesh One, Inc.	141 South Allegheny Street	Bellefonte	PA	16823	(814) 880-5353
Wireless Solutions, LLC	208 Resort Plaza Drive	Blairsville	PA	15717	(724) 459-5737
KCS Wireless, LLC	1901 Columbia Boulevard	Bloomsburg	PA	17815	(570) 317-2869
Wireless Solutions, LLC	1597 Washington Pike, Unit B10	Bridgeville	PA	15017	(412) 564-5070
OM Ganesh One, Inc.	1546 Route 209	Brodheadsville	PA	18322	(570) 402-7444
OM Ganesh One, Inc.	231 Allegheny Boulevard, Suite 2	Brookville	PA	15825	(814) 220-0240
OM Ganesh One, Inc.	225 North Logan Boulevard, Suite A	Burnham	PA	17009	(717) 250-1358
JAS Technology, Inc.	170 Bon Aire Plaza	Butler	PA	16001	(724) 256-5556
KCS Wireless, LLC	3200 Trindle Road	Camp Hill	PA	17011	(717) 412-0293
OM Ganesh One, Inc.	95 Brooklyn Street	Carbondale	PA	18407	(570) 536-6529
OM Ganesh One, Inc.	1156 Walnut Bottom Road	Carlisle	PA	17015	(717) 422-5377
TA Operating LLC	1201 Harrisburg Pike	Carlisle	PA	17013	(717) 249-1919
OM Ganesh One, Inc.	1141 Northern Boulevard	Clarks Summit	PA	18411	(570) 585-7158
OM Ganesh One, Inc.	216 North 2nd Street, Suite 1	Clearfield	PA	16830	(814) 765-0905
777 Jai Lakshmi LLC	3815 Ridge Pike	Collegeville	PA	19426	(610) 454-7388
OM Ganesh One, Inc.	1786 Columbia Avenue	Columbia	PA	17512	(717) 449-5423
All Things Wireless, LLC	360 West Columbus Avenue	Corry	PA	16407	(814) 964-4076
Central Office Products, Inc.	6750 Hollywood Boulevard	Delmont	PA	15626	(724) 468-5240
KCS Wireless, LLC	838 North US Route 15	Dillsburg	PA	17019	(717) 432-3801
OM Ganesh One, Inc.	107 Brown Street, Suite B-4	East Stroudsburg	PA	18301	(570) 213-0560
OM Ganesh One, Inc.	301 Town Center Boulevard	Easton	PA	18040	(610) 289-1060
JAS Technology, Inc.	300 Walmart Drive, Suite 140	Ebensburg	PA	15931	(814) 472-0600
All Things Wireless, LLC	5039 Peach Street, Unit A-8	Erie	PA	16509	(814) 868-1400
All Things Wireless, LLC	4571 West Ridge Road	Erie	PA	16506	(814) 314-0768
JAS Technology, Inc.	4291 Buffalo Road	Erie	PA	16510	(814) 899-1682
Z&S Tricorder Technologies, LLC	146 Eagleview Boulevard	Exton	PA	19341	(610) 524-1544
MAS Corporation	110 E Street Road	Feasterville	PA	19053	(215) 357-7357
OM Ganesh One, Inc.	7727 Glenlivet West Drive	Fogelsville	PA	18051	(610) 841-1670
JAS Technology, Inc.	6885 US Route 322, Suite 5	Franklin	PA	16323	(814) 516-1643
J & R Wireless, LLC	225 Lancaster Avenue, A-2	Frazer	PA	19355	(610) 408-0480
OM Ganesh One, Inc.	5360 Lincoln Highway	Gap	PA	17527	(717) 407-5266
KCS Wireless, LLC	1863 Gettysburg Village Drive	Gettysburg	PA	17325	(717) 549-2928
Central Office Products, Inc.	500 Grandview Crossing Drive, Suite 80	Gibsonia	PA	15044	(724) 443-7990
Central Office Products, Inc.	320 Greengate Centre Circle	Greensburg	PA	15601	(724) 836-5600
OM Ganesh One, Inc.	569 Hamlin Highway, Unit 9	Hamlin	PA	18427	(570) 689-3300
KCS Wireless, LLC	223 Harleysville Pike	Harleysville	PA	19438	(484) 552-8658

OM Ganesh One, Inc.	625 West Chester Pike	Havertown	PA	19083	(610) 449-1690
Hollidaysburg Wireless LLC	420 Blair Street	Hollidaysburg	PA	16648	(814) 695-2115
KCS Wireless, LLC	769 Middletown Road	Hummelstown	PA	17036	(717) 566-1300
Huntingdon Wireless LLC	6684 Towne Center Boulevard	Huntingdon	PA	16652	(814) 641-9663
OM Ganesh One, Inc.	2032 County Line Road	Huntingdon Valley	PA	19006	(215) 494-9467
Wireless Solutions, LLC	401 Philadelphia Street, Suite 100	Indiana	PA	15701	(724) 403-3985
OM Ganesh One, Inc.	592 Galleria Drive	Johnstown	PA	15904	(814) 266-5550
HWC KingofPrussia, LLC	120 Village Drive, Suite 120	King of Prussia	PA	19406	(484) 842-4046
Central Office Products, Inc.	5 Hilltop Plaza	Kittanning	PA	16201	(724) 545-1453
HWC Lahaska, LLC	5860 Lower York Road, Building 2	Lahaska	PA	18931	(267) 338-3881
Wireless Solutions, LLC	2701 Sharky's Drive, Suite B	Latrobe	PA	15650	(724) 539-0105
Central Office Products, Inc.	397 Hyde Park Road	Leechburg	PA	15656	(724) 842-0244
OM Ganesh One, Inc.	1211 Blakeslee Boulevard Drive East	Lehighton	PA	18235	(570) 818-4370
KCS Wireless, LLC	1001 Market Street	Lemoyne	PA	17043	(717) 737-8800
KCS Wireless, LLC	135 Glen Drive	Manchester	PA	17345	(717) 384-6572
Wireless Solutions, LLC	4120 Washington Road	McMurray	PA	15317	(724) 941-2552
OM Ganesh One, Inc.	923 East Main Street, Unit A112	Mount Joy	PA	17552	(717) 928-4084
OM Ganesh One, Inc.	3184 Route 940, Suite 101	Mount Pocono	PA	18344	(750) 839-3022
OM Ganesh One, Inc.	59 South Mountain Boulevard	Mountain Top	PA	18707	(570) 474-5147
JAS Technology, Inc.	2118 Summit Ridge Plaza	Mt. Pleasant	PA	15666	(724) 691-4730
Central Office Products, Inc.	92 Highlands Mall Shoppes	Natrona Heights	PA	15065	(724) 226-4590
Chalfont 456 Group, LLC	304 Town Center	New Britain	PA	18901	(215) 997-5000
JAS Technology, Inc.	2505 West State Street	New Castle	PA	16101	(724) 202-6607
Central Office Products, Inc.	100 Tarentum Bridge Road	New Kensington	PA	15068	(724) 334-2761
77 Jai Ambe LLC	230 Montgomery Mall, Suite 1050	North Wales	PA	19454	(215) 855-2518
JAS Technology, Inc.	2809 Market Street, Suite 5	North Warren	PA	16365	(814) 726-4988
JAS Technology, Inc.	231 Hulton Road	Oakmont	PA	15139	(412) 435-6095
Paoli Wireless LLC	20 West Lancaster Avenue	Paoli	PA	19301	(484) 318-7375
ABA Systems, LLC	920 Walnut Street	Philadelphia	PA	19107	(215) 351-5252
OM Ganesh One, Inc.	490 North Broad Street, Suite 5	Philadelphia	PA	19130	(215) 563-2982
OM Ganesh One, Inc.	7630 Germantown Avenue	Philadelphia	PA	19118	(215) 403-7001
Philipsburg Wireless LLC	1061 North Front Street	Philipsburg	PA	16866	(814) 343-6412
Central Office Products, Inc.	948 Freeport Road	Pittsburgh	PA	15238	(412) 782-7332
Central Office Products, Inc.	9028 St. Simon Way	Pittsburgh	PA	15237	(412) 364-0493
JAS Technology, Inc.	3470 William Penn Highway, Suite 600	Pittsburgh	PA	15235	(412) 376-2335
Plymouth Meeting Wireless LLC	421 West Germantown Pike	Plymouth Meeting	PA	19462	(484) 531-2600
OM Ganesh One, Inc.	1544 Route 61 Highway South, Suite 6100	Pottsville	PA	17901	(570) 385-2088
JAS Technology, Inc.	21890 Route 119	Punxsutawney	PA	15767	(814) 938-3235
Z&S Tricorder Technologies, LLC	114 Townsedge Drive	Quarryville	PA	17566	(717) 806-1119
Richboro 456 Group, LLC	1034 Second Street Pike	Richboro	PA	18954	(215) 355-9955
Roaring Spring Wireless LLC	300 Spring Plaza	Roaring Spring	PA	16673	(814) 729-7032
KCS Wireless, LLC	7110 Ridge Avenue	Roxborough	PA	19128	(215) 483-8800
OM Ganesh One, Inc.	863A South Saint Marys Street	Saint Marys	PA	15857	(814) 834-5117
OM Ganesh One, Inc.	1782 North Keyser Avenue, Suite 1	Scranton	PA	18508	(570) 871-4010
OM Ganesh One, Inc.	5201 Spring Road	Shermans Dale	PA	17090	(717) 582-0009
OM Ganesh One, Inc.	2066 North Center Avenue, Suite 111	Somerset	PA	15501	(814) 279-5707
KCS Wireless, LLC	722 Route 113	Souderton	PA	18964	(215) 721-1200
All Things Wireless, LLC	4118 Brownsville Road	South Park	PA	15129	(412) 308-6675
Spring House 456 Group, LLC	1109 North Bethlehem Pike, Suite 104	Spring House	PA	19477	(215) 540-8005
OM Ganesh One, Inc.	2615 East College Avenue	State College	PA	16801	(814) 237-1300
OM Ganesh One, Inc.	2600 Willow Street Pike North, Unit 315	Tannersville	PA	17584	(717) 869-5971
Swack Bros LLC	40 Fort Henry Road	Triadelphia	PA	26059	(304) 909-0178
Tyrone Wireless LLC	106 West 14th Street	Tyrone	PA	16686	(814) 682-2050
Warminster 456 Group, LLC	553 North York Road	Warminster	PA	18971	(215) 675-2228

JAS Technology, Inc.	42 Trinity Point Drive	Washington	PA	15301	(724) 228-9663
OM Ganesh One, Inc.	1480 West Chester Pike	West Chester	PA	19382	(484) 947-5007
OM Ganesh One, Inc.	877 Wyoming Avenue, Unit 1	Wyoming	PA	18644	(570) 609-5075
HWC Barrington, LLC	180 County Road, Unit C	Barrington	RI	02806	(401) 245-1400
HWC Bristol, LLC	576 Metacom Avenue, Unit 19	Bristol	RI	02809	(401) 889-2100
Advanced Digital Wireless, Inc.	182 Hillside Road	Cranston	RI	02920	(401) 463-6699
Advanced Digital Wireless, Inc.	1726 Mendon Road	Cumberland	RI	02864	(401) 333-3007
Advanced Communication Technologies, Inc.	76 Gate Road	North Kingstown	RI	02852	(401) 886-8484
HWC Portsmouth, LLC	3030 East Main Road	Portsmouth	RI	02871	(401) 293-5808
HWC Providence, LLC	229 Waterman Street, Suite D	Providence	RI	02906	(401) 206-4066
Timberline Partners, Inc.	22 Kingstown Road	Richmond	RI	02898	(401) 871-8184
Advanced Communication Technologies, Inc.	599 Kingstown Road	Wakefield	RI	02879	(401) 783-4770
Advanced Digital Wireless, Inc.	25 Airport Road	Warwick	RI	02889	(401) 734-9559
Eastern Cellular, LLC	224 Post Road	Westerly	RI	02891	(401) 594-9999
Wireless Sales Bartlett LLC	6600 Stage Road, Suite 138	Bartlett	TN	38134	(901) 343-0177
Wireless Sales Memphis LLC	4562 Poplar Avenue, Suite 101	Memphis	TN	38117	(901) 249-7147
Wireless Sales Allen LLC	1271 West Exchange Parkway, Suite 130	Allen	TX	75013	(469) 675-3175
TA Operating LLC	8500 I-40 East	Amarillo	TX	79118	(806) 372-4899
MSJ&K Bay City, Inc.	3420 7th Street	Bay City	TX	77414	(979) 314-3003
Wireless Sales Burleson LLC	739 SW Wilshire Boulevard	Burleson	TX	76028	(817) 349-0003
Wireless Sales Carrollton LLC	3220 East Hebron Parkway, Suite 114	Carrollton	TX	75010	(972) 810-0808
FAR Wireless, LLC	1140 North FM 3083 West, Suite 300	Conroe	TX	77304	(936) 788-5440
Wireless Sales South Dallas LLC	2517 South Hampton Road	Dallas	TX	75224	(972) 694-7272
Wireless Sales Decatur LLC	1100A West Business 380	Decatur	TX	76234	(940) 626-4422
Wireless Sales Fort Worth LLC	4540 West Bailey Boswell Road, Suite 110	Fort Worth	TX	76179	(817) 378-4288
Wireless Sales Frisco LLC	8049 Preston Road, Suite 100	Frisco	TX	75034	(469) 777-3424
Wireless Sales Grand Prairie LLC	3040 W Camp Wisdom Road, Suite 150	Grand Prairie	TX	75052	(214) 789-6080
FAR Wireless of Clear Lake, LLC	3351 Clear Lake City Boulevard, Suite #600	Houston	TX	77059	(281) 786-1996
Wireless Sales Lancaster LLC	404 North Interstate 35 East, Suite 110	Lancaster	TX	75146	(972) 217-3238
TA Operating LLC	1010 Beltway Parkway	Laredo	TX	78045	(956) 724-2016
Wireless Sales Lewisville LLC	699 South Stemmons Freeway, #325	Lewisville	TX	75067	(469) 702-2233
Wireless Sales Mansfield LLC	2891 Matlock Road, Suite 103	Mansfield	TX	76063	(817) 225-4111
Wireless Sales North Richland Hills LLC	6238 Rufe Snow Road, Suite 102	North Richland Hills	TX	76148	(817) 849-5470
Wireless Sales Sachse LLC	8040 Woodbridge Parkway, Suite 100	Sachse	TX	75048	(972) 442-7900
TA Operating LLC	6170 Interstate 10 East	San Antonio	TX	78219	(210) 310-0145
OM Ganesh One, Inc.	3518 King Street	Alexandria	VA	22302	(571) 429-5650
OM Ganesh One, Inc.	711 King Street, Floor 1	Alexandria	VA	22314	(703) 566-3999
OM Ganesh One, Inc.	7301 Little River Turnpike	Annandale	VA	22003	(703) 642-0642
OM Ganesh One, Inc.	1449 South Main Street	Blackstone	VA	23824	(434) 264-3206
OM Ganesh One, Inc.	250 Merchants Walk Avenue, Suite 100	Charlottesville	VA	22902	(434) 202-2683
Corridor Ventures South, Inc.	237 Carmichael Way, Suite 205	Chesapeake	VA	23322	(757) 421-2505
Corridor Ventures South, Inc.	1501 Cedar Road, Suite 105	Chesapeake	VA	22332	(757) 547-2000
Corridor Ventures South, Inc.	1464 Mt. Pleasant Road, Suite 23	Chesapeake	VA	22332	(757) 410-5848
Corridor Ventures South, Inc.	24 Kingston Drive	Daleville	VA	24077	(540) 992-5220
Corridor Ventures South, Inc.	145 Holt Garrison Parkway, Suite 210	Danville	VA	24540	(434) 797-2970
Corridor Ventures South, Inc.	1287 Piney Forest Road	Danville	VA	24540	(434) 857-2002
OM Ganesh One, Inc.	6822 Walton Lane	Gloucester	VA	23061	(804) 693-0303
Corridor Ventures South, Inc.	65 Westlake Road, Unit 110	Hardy	VA	24101	(540) 266-3082
OM Ganesh One, Inc.	2417 York Crossing Drive, Unit N3	Hayes	VA	23072	(804) 642-1164
OM Ganesh One, Inc.	3805 Oaklawn Boulevard	Hopewell	VA	23860	(804) 668-5733
OM Ganesh One, Inc.	90 Old Fairgrounds Way	Kilmarnock	VA	22482	(804) 435-2555
Corridor Ventures South, Inc.	8141 Kings Highway	King George	VA	22485	(540) 775-5001
Corridor Ventures South, Inc.	16434 Consumer Row	King George	VA	22485	(540) 663-3780
Corridor Ventures South, Inc.	294 Commonwealth Boulevard West	Martinsville	VA	24112	(276) 226-4328

OM Ganesh One, Inc.	6819 Redmond Drive, Unit B4	McLean	VA	22101	(703) 472-0306
Gilmat, Inc.	9225 Atlee Road, Suites 5107 & 5109	Mechanicsville	VA	23116	(804) 789-1463
Corridor Ventures South, Inc.	11018 Kentucky Springs Road	Mineral	VA	23117	(540) 894-4007
Corridor Ventures South, Inc.	14344 Warwick Boulevard, Suite A	Newport News	VA	23602	(757) 969-5755
Corridor Ventures South, Inc.	5030 West Mercury Boulevard, Suite B	Newport News	VA	23605	(757) 825-8000
OM Ganesh One, Inc.	12430 Warwick Boulevard	Newport News	VA	23606	(757) 595-7952
OM Ganesh One, Inc.	2019 Colley Avenue	Norfolk	VA	23517	(757) 228-7253
Corridor Ventures South, Inc.	4231 East Little Creek Road, Suite A	Norfolk	VA	23518	(757) 588-6050
Corridor Ventures South, Inc.	7721 Hampton Boulevard, Suite A	Norfolk	VA	23505	(757) 763-6451
Corridor Ventures South, Inc.	1541 Premium Outlets Boulevard, Suite 120	Norfolk	VA	23502	(757) 904-3300
OM Ganesh One, Inc.	456D Wythe Creek Road	Poquoson	VA	23662	(757) 659-0039
Corridor Ventures South, Inc.	2490 Anderson Highway	Powhatan	VA	23139	(804) 598-5066
Corridor Ventures South, Inc.	2501-A New Kent Highway	Quinton	VA	23141	(804) 201-9755
Gilmat, Inc.	1700 Willow Lawn Drive	Richmond	VA	23230	(804) 282-7117
Gilmat, Inc.	8191 Brook Road, Suite H	Richmond	VA	23227	(804) 553-1153
OM Ganesh One, Inc.	2234 John Rolfe Parkway	Richmond	VA	23233	(757) 890-2801
OM Ganesh One, Inc.	1519 West Broad Street	Richmond	VA	23220	(804) 303-0832
Corridor Ventures South, Inc.	2017 Colonial Avenue SW	Roanoke	VA	24015	(540) 904-5114
Corridor Ventures South, Inc.	3440 Orange Avenue NE, Unit A	Roanoke	VA	24012	(540) 206-3886
Corridor Ventures South, Inc.	1925 Stone Spring Road, Suite 400	Rockingham	VA	22801	(540) 442-3325
Corridor Ventures Southy, Inc.	400 Old Franklin Turnpike, Suite 103	Rocky Mount	VA	24151	(540) 352-3950
Corridor Ventures South, Inc.	1969 Electric Road	Salem	VA	24153	(540) 404-9460
OM Ganesh One, Inc.	1807 South Church Street, Suite 100	Smithfield	VA	23430	(757) 357-3012
OM Ganesh One, Inc.	25031 Riding Plaza, Store 125	South Riding	VA	20152	(703) 542-2546
Corridor Ventures South, Inc.	1388-A Tappahannock Boulevard	Tappahannock	VA	22560	(804) 443-2081
Corridor Ventures South, Inc.	158 New Market Road	Timberville	VA	22853	(540) 901-2429
Corridor Ventures South, Inc.	2861 Lynnhaven Drive, Suite 107	Virginia Beach	VA	23451	(757) 481-1800
Corridor Ventures South, Inc.	3564 Holland Road	Virginia Beach	VA	23452	(757) 486-1800
Corridor Ventures South, Inc.	4807 Virginia Beach Boulevard	Virginia Beach	VA	23462	(757) 961-1560
OM Ganesh One, Inc.	1909 Landsdown Center Way, Suite 110	Virginia Beach	VA	23456	(757) 301-7522
OM Ganesh One, Inc.	416 14th Street, #1417	West Point	VA	23181	(804) 843-7162
Corridor Ventures South, Inc.	1490 Quarterpath Road, Suite 5J	Williamsburg	VA	23185	(757) 378-3995
OM Ganesh One, Inc.	5541 Richmond Road, Suite D	Williamsburg	VA	23188	(757) 253-9011
OM Ganesh One, Inc.	8135 George Washington Memorial Highway, Suite E	Yorktown	VA	23692	(757) 874-4139
OM Ganesh One, Inc.	2703 George Washington Memorial Highway, Suite A	Yorktown	VA	23693	(757) 867-6025
NH Connection Inc	62 Commons Drive, Suite 45	Newport	VT	05855	(802) 334-6300
NH Connection Inc	430 Railroad Street	Saint Johnsbury	VT	05819	(802) 748-4665
VZ Wireless, Inc.	2521 Hills Court, Suite D	Menomonie	WI	54751	(715) 231-2345
More Wireless, Inc.	11059 North Port Washington Road	Mequon	WI	53092	(262) 302-4246
Smartlinks, Inc.	1857 East Kenilworth Place, Suite D	Milwaukee	WI	53202	(414) 224-7800
Smartlinks, Inc.	1416 Summit Avenue	Oconomowoc	WI	53066	(262) 443-2702
Smartlinks, Inc.	940 West Paradise Drive	West Bend	WI	53095	(262) 888-0861
JAS Technology, Inc.	2399 Meadowbrook Road, Unit 452	Bridgeport	WV	26330	(304) 848-0655
Charleston Wireless LLC	5707 MacCorkle Avenue SE, Suite 85	Charleston	WV	25204	(304) 926-0041
JAS Technology, Inc.	252 Emily Drive, Suite 2	Clarksburg	WV	26301	(304) 848-5025
JAS Technology, Inc.	410 Suncrest Towne Center Drive	Morgantown	WV	26505	(304) 241-5225
Williamson Wireless LLC	200 East 2nd Avenue	Williamson	WV	25661	(304) 235-2246

Franchise Agreements Signed but Store not Open

As of December 31, 2024

FRANCHISEE	STREET	CITY	STATE	ZIP	TELEPHONE NUMBER
YJT Comm Lox LLC	460 Seminole Pratt Road	Loxahatchee	FL	33470	561-850-5494
RXP Wireless LLC	2785 NW 49th Street, Suite 5	Ocala	FL	34475	614-937-2844
YJT Comm Royal Palm LLC	11925 Southern Blvd, Suite 2	Royal Palm Beach	FL	33411	863-227-0407
RXP Wireless LLC	4169 East State Rd 46, Suite 1005	Sanford	FL	32771	614-937-2844
TA Operating LLC	556 E. State Road 44	Wildwood	FL	34785	352-748-2501
Simply Wireless LLC	60 1st Street	Cambridge	MA	02141	617-416-9976
Simply Wireless LLC	9 White Street	Cambridge	MA	02140	617-416-9976
Simply Wireless LLC	451 Artisan Way	Somerville	MA	02145	617-416-9976
Simply Wireless LLC	186 West Boylston Street	West Boylston	MA	01583	617-416-9976
OM Ganesh One, Inc.	3301 Boston St. Suite 105	Baltimore	MD	21224	717-654-1797
Epic Communications LLC	137 North Street	Houlton	ME	04730	207-745-0161
R.S. Shunyia Inc.	929 S Grand Avenue	Fowlerville	MI	48836	248-342-7347
Simply Wireless LLC	553 Mast Road, Unit 110	Goffstown	NH	03045	603-836-3157
TA Operating LLC	2 Simpson Road	Columbia	NJ	07832	908-496-4124
Wireless Matrix Jackson Inc.	21 S. Hope Chapel Rd.	Jackson	NJ	08527	732-790-5722
Express Store, Inc.	276 Passaic Avenue, Suite B	Kearny	NJ	07032	212-203-6609
Express Store, Inc.	1115 US Highway 46, Suite 7A	Parsippany	NJ	07054	212-203-6609
NJ Communication Inc.	711 East 1st Avenue	Roselle	NJ	07203	516-355-8830
Express Store, Inc.	1400 Willowbrook Mall #300	Wayne	NJ	07470	212-203-6609
TA Operating LLC	6595 N Hollywood Blvd.	North Las Vegas	NV	89115	702-632-2640
Wireless Matrix Bay PKW Inc.	856 Bay Parkway	Brooklyn	NY	11214	718-587-1662
Express Store, Inc.	93 Clowes Avenue, Suite J	Goshen	NY	10924	212-203-6609
HWC New City LLC	101 South Main Street	New City	NY	10956	845-306-4454
Port Washington Wireless LLC	36 Soundview Market Place	Port Washington	NY	11050	516-930-0027
HWC Scarsdale LLC	1475A Weaver Street	Scarsdale	NY	10583	914-639-6960
HWC Somers LLC	249 Route 202	Somers	NY	10589	203-461-4875
N.Y. Connection, Inc.	743 Sunrise Highway	West Babylon	NY	11704	516-355-8830

RXP Ohio, LLC	1301 W Ohio Pike, Suite 3	Amelia	OH	45102	614-937-2844
RXP Ohio, LLC	10553 Loveland Madeira Road	Loveland	OH	45140	614-937-2844
HWC Yardley LLC	931 Stony Hill Road	Yardley	PA	19067	203-461-4875
Real Wireless Inc.	1501 Atwood Avenue, Unit 5	Johnston	RI	02919	401-595-4244
TA Operating LLC	1295 Horizon Blvd.	El Paso	TX	79927	915-790-4529
FAR Wireless of Fulshear, LLC	27117 Fulshear Bend Dr.	Fulshear	TX	77441	443-880-2296
TA Operating LLC	60 Commerce Park Dr.	Raphine	VA	24472	540-377-2111

Exhibit H

Financial Statements

Wireless Zone LLC
Consolidated Financial Statements as of and for the Years Ended December 31, 2024, December 31, 2023, and December 31, 2022, and Independent Auditors' Report

WIRELESS ZONE®, LLC

CONSOLIDATED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITOR'S REPORT

December 31, 2024, 2023 and 2022

Katz, Sapper & Miller, LLP
Certified Public Accountants

WIRELESS ZONE®, LLC

CONTENTS

Katz, Sapper & Miller, LLP
Certified Public Accountants
800 East 96th Street, Suite 500
Indianapolis, IN 46240

Independent Auditor's Report

To the Member of
Wireless Zone, LLC

Opinion

We have audited the accompanying consolidated financial statements of Wireless Zone, LLC, which comprise the consolidated balance sheets as of December 31, 2024, 2023, and 2022, and the related consolidated statements of income, member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Wireless Zone, LLC 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

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 Consolidated Financial Statements section of our report. We are required to be independent of Wireless Zone, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

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

T 317.580.2000 | F 317.580.2117 | W ksmcpa.com

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

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated 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 consolidated 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 consolidated 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 Wireless Zone, LLC's internal control. Accordingly, no such opinion is expressed.

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

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Wireless Zone, LLC's ability to continue as a going concern for a reasonable period of time.

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

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
March 25, 2025

WIRELESS ZONE, LLC

CONSOLIDATED BALANCE SHEETS
December 31, 2024, 2023 and 2022

ASSETS

	2024	2023	2022
CURRENT ASSETS			
Cash	$ 2,214,838	$ 1,841,726	$ 936,888
Customer and franchise receivables, less allowance for credit losses of $254,215 in 2024, $254,118 in 2023, and $185,445 in 2022	126,295,709	115,961,204	75,904,889
Commissions receivable	142,326,470	127,487,388	77,845,141
Due from related party	39,127,737	30,000,672	-
Prepaid expenses and other current assets	999,395	630,674	940,107
Total Current Assets	310,964,149	275,921,664	155,627,025
PROPERTY AND EQUIPMENT, net	967,934	1,349,883	1,731,831
OTHER ASSETS			
Goodwill	24,566,694	24,566,694	24,566,694
Intangible assets, net	15,438,325	17,725,484	20,012,642
Total Other Assets	40,005,019	42,292,178	44,579,336
TOTAL ASSETS	$ 351,937,102	$ 319,563,725	$ 201,938,192

LIABILITIES AND MEMBER'S EQUITY

	2024	2023	2022
LIABILITIES			
Accounts payable	$ 193,022,625	$ 167,587,281	$ 100,787,870
Commissions payable	142,292,341	127,673,679	76,703,986
Accrued expenses and other current liabilities	2,485,260	5,796,732	2,945,617
Accrued advertising costs	1,400,214	1,332,917	1,640,515
Total Liabilities	339,200,440	302,390,609	182,077,988
MEMBER'S EQUITY	12,736,662	17,173,116	19,860,204
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 351,937,102	$ 319,563,725	$ 201,938,192

See accompanying notes.

WIRELESS ZONE, LLC

CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
REVENUES			
Commissions	$ 292,334,146	$ 198,255,874	$ 170,485,228
Wholesale sales and royalties	994,722,216	713,062,795	655,190,474
Residuals	4,265,251	4,419,152	4,671,634
Franchise fees	252,566	227,397	150,500
Total Revenues	1,291,574,179	915,965,218	830,497,836
COST OF REVENUES			
Merchandise	931,948,791	666,595,456	613,829,133
Commissions and residuals	292,876,604	195,288,514	163,633,686
Total Cost of Revenues	1,224,825,395	861,883,970	777,462,819
Gross Profit	66,748,784	54,081,248	53,035,017
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	29,380,899	25,004,508	22,633,897
Income From Operations	37,367,885	29,076,740	30,401,120
OTHER INCOME (EXPENSE)			
Interest income	1,338,402	1,169,048	1,310
Related party interest expense	(3,105,750)	(2,457,654)	(1,832,264)
Other, net	(651,067)	(326,138)	(513,158)
Total Other Income (Expense)	(2,418,415)	(1,614,744)	(2,344,112)
NET INCOME	$ 34,949,470	$ 27,461,996	$ 28,057,008

See accompanying notes.

WIRELESS ZONE, LLC

CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY
Years Ended December 31, 2024, 2023 and 2022

	Contributed Capital	Accumulated Earnings (Deficit)	Total Member's Equity
BALANCE AT DECEMBER 31, 2021	$ 59,523,067	$ (26,531,733)	$ 32,991,334
Net income	-	28,057,008	28,057,008
Distributions	-	(41,188,138)	(41,188,138)
BALANCE AT DECEMBER 31, 2022	59,523,067	(39,662,863)	19,860,204
Net income	-	27,461,996	27,461,996
Distributions	-	(30,149,084)	(30,149,084)
BALANCE AT DECEMBER 31, 2023	59,523,067	(42,349,951)	17,173,116
Net income	-	34,949,470	34,949,470
Distributions	-	(39,385,924)	(39,385,924)
BALANCE AT DECEMBER 31, 2024	$ 59,523,067	$ (46,786,405)	$ 12,736,662

See accompanying notes.

WIRELESS ZONE, LLC

CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2024, 2023 and 2022

	2024	2023	2022
OPERATING ACTIVITIES			
Net income	$ 34,949,470	$ 27,461,996	$ 28,057,008
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,669,108	2,669,106	2,670,997
Provision for credit losses and deactivations	97	84,996	-
Provision for inventory valuation	-	-	(170,728)
(Increase) decrease in certain assets:			
Customer and franchise receivables	(10,334,602)	(40,141,311)	1,699,466
Commissions receivable	(14,839,082)	(49,642,247)	(6,700,312)
Prepaid expenses and other current assets	(368,721)	309,433	(379,822)
Increase (decrease) in certain liabilities:			
Accounts payable	25,435,344	66,799,411	11,969,492
Commissions payable	14,618,662	50,969,693	6,312,479
Accrued expenses and other liabilities	(3,311,472)	2,851,115	(1,868,855)
Accrued advertising costs	67,297	(307,598)	(178,311)
Net Cash Provided by Operating Activities	48,886,101	61,054,594	41,411,414
INVESTING ACTIVITIES			
Cash purchases of property and equipment	-	-	(31,240)
Net Cash Used by Investing Activities	-	-	(31,240)
FINANCING ACTIVITIES			
Due from related parties	(48,512,989)	(60,149,756)	(41,188,138)
Net Cash Used by Financing Activities	(48,512,989)	(60,149,756)	(41,188,138)
NET CHANGE IN CASH	373,112	904,838	192,036
CASH			
Beginning of Year	1,841,726	936,888	744,852
End of Year	$ 2,214,838	$ 1,841,726	$ 936,888
SUPPLEMENTAL DISCLOSURES			
Cash payments for interest - related party	$ 3,105,750	$ 2,457,654	$ 1,832,264
Noncash investing and financing activities:			
Distributions of related party receivable	39,385,924	30,149,084	41,188,138

See accompanying notes.

WIRELESS ZONE®, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2024, 2023 and 2022

NOTE 1 - ORGANIZATION

Wireless Zone®, LLC (WZL or the Company) is a franchisor of Wireless Zone® retail stores. WZL is engaged in the sale of franchises, communication services and equipment in the United States of America. The Company extends credit to all of its franchisees and generally does not require collateral for these credit sales. The Company has entered into a distribution agreement with a wireless service provider to serve as an agent and to offer the provider's services through its franchisees to their customers. During 2023, management of the Company's parent converted 277 of an affiliate's storefronts into franchisees of Wireless Zone. 2024 reflects a full year of operations of those franchisees.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation: The consolidated financial statements include the consolidated financial position and results of operations of WZL and its subsidiary. All intra-entity balances and transactions have been eliminated in consolidation.

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

Cash: The Company maintains its cash in bank deposit accounts, which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Customer and Franchise Receivables balances are stated at the amount management expects to collect from outstanding balances. Management provides for an allowance for credit losses based on historical losses, current economic conditions and reasonable and supportable forecasts. The provision for credit losses is included within selling, general and administrative expenses in the accompanying consolidated statements of income. Accounts are written off against the allowance for credit losses when management determines them to be uncollectible. Recoveries from accounts previously written off are recognized as an offset to the allowance for credit losses in the year of recovery. Customer and franchise receivables for the years ended December 31, 2024, 2023 and 2022 are presented in the balance sheet. For the year ended December 31, 2021, customer and franchise receivables were $77,604,634 net of allowance for credit losses of $185,445.

Property and Equipment: Depreciation and amortization are provided for using straight-line methods over the estimated useful lives of the related assets.

Software is amortized over a three to seven-year period. All other property and equipment is depreciated over a five-to seven-year period.

Major renewals and improvements are capitalized, while replacements, maintenance and repairs that do not extend the lives of the assets are charged directly to expense as incurred. Upon the disposition of property and equipment, the cost of the asset and the associated accumulated depreciation or amortization are eliminated from the related accounts, and any resulting gain or loss is recognized as a component of income or loss.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Intangible Assets Other than Goodwill consist of the following:

Trade Name is amortized on a straight-line basis over the period of benefit, which has been estimated to be fifteen years.

Franchise and Distribution Network is amortized on a straight-line basis over the period of benefit, which has been estimated to be fifteen years.

Long-lived Assets, including property and equipment and other finite life intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that their respective carrying amounts may not be recoverable by applying a recoverability test based on projections of undiscounted future cash flows. If estimates of future undiscounted cash flows are insufficient to recover the carrying value of the long-lived asset group, the Company compares the fair value of the asset group to the net book value to determine if the carrying value is impaired.

Goodwill represents the excess of the acquisition cost over the fair value of identifiable net assets acquired in a business combination. The Company applies Accounting Standards Update (ASU) No. 2021-03, *Intangibles – Goodwill and Other (Topic 350): Accounting Alternative for Evaluating Triggering Events,* which allows the Company to evaluate goodwill impairment on an annual basis only as of the end of the year, regardless of whether management believed indicators of impairment existed during the year. The amount by which the carrying value of the goodwill exceeds its implied fair value, if any, is recognized as an impairment loss. There were no changes in the carrying amount of goodwill during 2024, 2023 and 2022.

Revenue Recognition

Commissions and Residuals – The Company entered into a distribution agreement with a wireless service provider to serve as an agent and to offer the provider's services through its franchisees to their customers. The Company receives a commission from a wireless service provider for certain device sales and for each subscriber activation and related service that franchised stores generate. In addition, the Company is paid a one-time residual commission of certain new customer/subscriber plans and recurring residual commission, based upon a percentage of airtime billings, for customer/subscriber plans initiated prior to 2012. Commissions revenue, net of estimated service deactivations, is generally recognized when earned, at a point in time, when customer activations and upgrades occur.

A portion of the commission and residual payments received are then paid out to each franchisee based upon the volume of business generated through the applicable service provider. Revenue is recorded net of costs paid to another party for performance obligations where the Company arranges for the other party to transfer goods or services to the customer. Revenue and cost of revenue is recorded on a gross basis for performance obligations relating to services provided where the Company controls a right or access to the wireless service provider's service or controls the underlying service itself. Based on an evaluation of authoritative accounting literature, the Company has determined that gross presentation is appropriate for reporting commissions revenue on new customer/subscriber plans and recurring residual commissions, as in the Company's judgment, the Company is the primary obligor in the transaction and controls a right to the wireless service provided.

Based on an evaluation of authoritative accounting literature, the Company has determined that net presentation is appropriate for reporting commissions on retail installment device sales, as in the Company's judgment, the Company is not the primary obligor in the transaction.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Wholesale Revenue – The Company sells merchandise to its franchisees for resale. Revenue is recognized by the Company when control is transferred to the customer, at a point in time, when merchandise is shipped under FOB destination terms to the franchisee. The Company has made a policy election to treat shipping and handling as costs to fulfill the contract, and as a result, any fees from customers are included in the transaction price allocated to the performance obligation of providing goods with a corresponding amount accrued within cost of sales for amounts paid to applicable carriers. A provision for anticipated returns is recorded through a reduction of sales and cost of sales, for product that can be resold or returned to vendors, in the period that the related sales are recorded.

Gross Profit Royalties – Franchise royalties are variable consideration based on a percentage of the franchisees' gross profit, which are recognized in the period the franchisees' underlying sales occur and are not included in the upfront transaction price for the overall performance obligation relating to providing access to the Company's intellectual property. The Company performs a calculation for purposes of determining a monthly royalty for each franchise store under the gross profit model. The calculation is based on the individual sales activity of each franchise store, respectively, and ranges from 5% to 22% of franchise gross profit. Certain incentives exist which reduce the royalty amount due to the Company. The calculated Gross Profit Royalty, and the offsetting incentives are recorded on a net basis in wholesale sales revenue at a point in time when the related revenue from the franchisee is reported and the royalty can be reasonably estimated.

Franchise Fees – The Company developed a system for the retail sale of wireless communication services and equipment. The system includes inventory and merchandise layout, accounting and sales methods, workflow, service methods, advertising formats, promotion plans and other features including the trademark "Wireless Zone®." The Company has elected the practical expedient to recognize pre-opening services as a single obligation with the revenue related to those services recognized when required franchisor services have been completed. Remaining franchise and license fees are deferred and recognized over the applicable franchise term as the Company satisfies the performance obligation of granting the customer access to the rights of the Company's intellectual property. An asset for incremental commission costs paid to internal sales personnel in conjunction with the initial sale of a franchise is recognized when it is determined that these costs are incremental and would not have been incurred absent the customer contract. These costs are amortized ratably as commission expense over the franchise agreement period. At December 31, 2024, 2023, and 2022, there were no material contract assets or liabilities related to franchise fees.

Sales Tax collected from customers and remitted to government agencies is not included in revenue or costs and expenses.

Advertising: The Company receives market development funds and cooperative allowances from various vendors and the service provider. These amounts are used for general advertising and promotional purposes that benefit the franchisees. Such receipts received in advance are recorded in accrued advertising costs. A specified percentage is withheld by the Company to fund its advertising production costs. This is included as a reduction to selling, general and administrative expenses in the accompanying consolidated statements of income. The Company expenses the production costs of advertising as they are incurred.

Income Taxes: Wireless Zone®, LLC and its wholly-owned subsidiaries are single-member limited liability companies, which are disregarded entities for income tax purposes. As limited liability companies, taxable income or loss is allocated to the member.

In general, the Company's member is no longer subject to federal and state income tax examinations by tax authorities for years prior to 2021.

Subsequent Events: The Company has evaluated the consolidated financial statements for subsequent events occurring through March 25, 2025, the date the consolidated financial statements were available to be issued.

NOTE 3 - ALLOWANCE FOR CREDIT LOSSES

The activity in the allowance for credit losses for 2024, 2023 and 2022 was as follows:

	2024	2023	2022
Balance at Beginning of Year	$254,118	$185,445	$185,445
Charged to expense	97	84,996	-
Write-offs	-	(16,323)	-
Balance at End of Year	$254,215	$254,118	$185,445

NOTE 4 - PREPAID EXPENSES AND OTHER CURRENT ASSETS

Prepaid expenses and other current assets at December 31, 2024, 2023 and 2022 consisted of the following:

	2024	2023	2022
Prepaid expenses	$945,198	$584,344	$619,750
Deposits and other	54,197	46,330	320,357
Total Prepaid Expenses and Other Current Assets	$999,395	$630,674	$940,107

NOTE 5 - PROPERTY AND EQUIPMENT

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

	2024	2023	2022
Furniture, fixtures, and equipment	$ 128,414	$ 128,414	$ 128,414
Software	2,476,470	2,476,470	2,476,470
	2,604,884	2,604,884	2,604,884
Less: Accumulated depreciation and amortization	(1,636,950)	(1,255,001)	(873,053)
Property and Equipment, net	$ 967,934	$ 1,349,883	$1,731,831

NOTE 6 - INTANGIBLE ASSETS

The Company's intangible assets at December 31, 2024, 2023 and 2022 consisted of the following:

	2024	2023	2022
Trade name	$ 2,400,000	$ 2,400,000	$ 2,400,000
Franchise and distribution network	31,907,374	31,907,374	31,907,374
	34,307,374	34,307,374	34,307,374
Less: Accumulated amortization	(18,869,049)	(16,581,890)	(14,294,732)
Intangible Assets, net	$ 15,438,325	$ 17,725,484	$ 20,012,642

NOTE 6 - INTANGIBLE ASSETS (CONTINUED)

Amortization expense on intangible assets was $2,287,158 in 2024, $2,287,158 in 2023, and $2,287,158 in 2022. Expected future amortization for intangible assets at December 31, 2024, is as follows:

	Trade Name	Franchise and Distribution Network	Total
2025	$ 160,000	$ 2,127,158	$ 2,287,158
2026	160,000	2,127,158	2,287,158
2027	160,000	2,127,158	2,287,158
2028	160,000	2,127,158	2,287,158
2029	160,000	2,127,158	2,287,158
Thereafter	280,000	3,722,535	4,002,533
	$1,080,000	$14,358,325	$15,438,325

NOTE 7 - EMPLOYMENT TAX DEFERRAL

During fiscal year 2020, the Company deferred $242,844 of the employer's portion of Social Security payroll taxes, as provided under Section 2302 of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). Of the amount deferred, $137,119 was deposited by December 31, 2021, with the remaining $105,725 deposited by December 31, 2022.

NOTE 8 - RELATED PARTIES

The Company is a wholly-owned subsidiary of PYITE, LLC, which in turn is a wholly-owned subsidiary of Round Room, LLC (Round Room). The Company pays Round Room for its share of expenses for allocated employee, associated employee benefit costs and certain other expenses. The Company's share of these expenses was $17,387,697, $11,770,975, and $9,563,952 for the years ended December 31, 2024, 2023 and 2022, respectively.

The Company had unsecured receivables due from Round Room of $39,127,737, $30,000,672, and $0, as of December 31, 2024, 2023 and 2022, respectively. The Company believes its maximum exposure to loss is limited to the amount of this receivable. The Company is not contractually obligated to provide any additional funding.

At the end of each year the Company distributes its related party receivables due from The Cellular Connection, LLC (TCC), an affiliate under common control, to Round Room. This resulted in a distribution of $39,385,924, $30,149,084, and $41,188,138 in 2024, 2023 and 2022, respectively. The balance primarily represents the Company's pro-rata share of the shared expense allocation, current and historical taxes and a portion of the debt used to purchase the Company.

Debt and Credit Arrangements of Parent Company

The Company is a party to and is joined to Round Room's credit agreement. The following summarizes Round Room's credit facility in which the Company, in addition to Round Room's other wholly-owned subsidiaries, participates as a borrower.

NOTE 8 - RELATED PARTIES (CONTINUED)

Round Room and its wholly-owned subsidiaries (collectively, the Borrowers) had a credit agreement with a syndicate of banks which provided for an aggregate commitment of $346,975,000, consisting of a revolving line of credit up to $110,000,000, a term loan of $129,375,000, and a non-revolving draw loan up to $107,600,000. The non-revolving draw loan consists of an initial term loan of $80,000,000 and provided for one additional advance at any time prior to the draw period termination date of April 1, 2021, up to the remaining commitment of $107,600,000, provided the Borrowers meet certain conditions for the advance, as defined in the amended credit agreement. During 2021, prior to the draw period termination date, Round Room received an additional advance of $27,600,000 on the non-revolving draw loan.

In September 2022, the Borrowers amended the terms of the credit agreement to provide for aggregate commitments of $420,000,000, consisting of a revolving line of credit up to $150,000,000, and a term loan of $270,000,000. The credit agreement, as amended, is secured by substantially all of the Borrowers' assets, guaranteed by Round Room Holdings, Inc., the ultimate parent company, and certain Round Room subsidiaries, and requires maintenance of certain financial and non-financial covenants. The credit agreement matures in September 2027.

Borrowings under the line of credit bear interest at the base rate or daily simple SOFR rate plus a 0.10% spread and any applicable margin determined by the Borrowers' leverage ratio, as defined in the credit agreement (5.91% at December 31, 2024). Outstanding available revolving commitment amounts are subject to a quarterly commitment fee ranging from .15% to .35% based on the Borrowers' leverage ratio. There were no borrowings outstanding on the line of credit as of December 31, 2024, 2023 and 2022. The revolving line of credit agreement includes a sublimit for the issuance of letters of credit not to exceed $30,000,000 and a sublimit for the issuance of swing line loans not to exceed $30,000,000, both which reduce the overall availability on the line of credit. There were no letters of credit or swing line loans outstanding as of December 31, 2024, 2023 and 2022.

At December 31, 2024, 2023 and 2022, long-term debt of Round Room related to the above facility was comprised of the following:

	2024	2023	2022
Term note payable to banks in quarterly payments of $3,375,000 beginning December 31, 2022, plus a 0.10% spread and any interest computed at the base rate or daily simple SOFR, as defined in the credit agreement, plus an applicable margin determined by the Borrowers' leverage ratio (5.91% at December 31, 2024), through maturity in September 2027. The note is amortized over five years with a balloon payment due upon maturity. Quarterly payments will escalate annually beginning in September 2025. Annually, if the Borrowers exceed a certain leverage ratio, a mandatory payment of 50% of excess cash flow, as defined in the agreement, is required. The note is secured by substantially all of the Borrowers' assets.	$239,625,000	$253,125,000	$266,625,000
Less: Current maturities	(16,875,000)	(13,500,000)	(13,500,000)
Total Long-term debt of Round Room	$222,750,000	$239,625,000	$253,125,000

NOTE 8 - RELATED PARTIES (CONTINUED)

At December 31, 2024, the aggregate maturities of Round Room's debt were as follows:

Payable In	Principal
2025	$ 16,875,000
2026	23,625,000
2027	199,125,000
Total	$239,625,000

A portion of the interest on this debt is charged to the Company. Related party interest expense of $3,105,750 in 2024, $2,457,654 in 2023, and $1,832,264 in 2022 was recognized related to this debt.

NOTE 9 - CONCENTRATIONS

Two vendors in 2024, 2023 and 2022 comprised approximately 94%, 95%, and 96% of total inventory purchases, respectively. One vendor represented approximately 82%, 79% and 85% of accounts payable at December 31, 2024, 2023 and 2022, respectively.

The Company has a contract with one wireless service provider. Approximately 23%, 22%, and 21% of total revenue in 2024, 2023, and 2022, respectively, related to sales with the wireless service provider. All of the outstanding commissions receivable as of December 31, 2024, 2023 and 2022 were due from the wireless service provider

NOTE 10 - EMPLOYEE BENEFIT PLANS

The Company is a participating employer in the group 401(k) plan of Round Room. The Round Room 401(k) retirement savings plan covers all employees who are 21 or more years of age and have completed one year of employment and 1,000 hours of service. Plan participants may elect to defer a portion of their annual compensation to the Plan subject to certain annual limits prescribed under the Internal Revenue Code. Annual employer discretionary matching contributions are based on a percentage of participant contributions. The Company made matching contributions of $136,014 in 2024, $183,347 in 2023, and $168,925 in 2022.

NOTE 11 - COMMITMENTS AND CONTINGENCIES

The Company is involved from time to time in claims, proceedings, and litigation arising from the operation of its business. The Company does not believe that any such claim, proceeding, or litigation, either alone or in the aggregate, will have a material adverse effect on the Company's consolidated financial position, results of operations, or cash flows.

Exhibit I

State Addenda and Agreement Riders

WIRELESS ZONE LLC
CALIFORNIA ADDENDUM

THE INFORMATION CONTAINED IN THIS CALIFORNIA ADDENDUM MUST BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary in the Wireless Zone LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Wireless Zone® franchises offered and sold in the state of California:

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq., the Franchise Disclosure Document for Wireless Zone LLC for use in the State of California is amended as follows:

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Item 3 of the Disclosure Document is supplemented by adding the following at the end:

> "Neither we, nor any person or franchise broker in Item 2 of the Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling the person from membership in the association or exchange."

Item 17 is supplemented by adding the following at the end:

> "California Business & Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer and nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control."

If any earnings claim is made, and the earnings claim figure(s) does (do) not include either costs of sales or operating expenses, then, in addition to the information required by Item 19, all Disclosure Documents shall contain the following statement prominently set forth in Item 19 or set forth in a preface, exhibit or appendix, which is part of the Disclosure Document. If the statement is set forth in a preface, exhibit or appendix, a reference to the preface, exhibit or appendix shall be prominently set forth in Item 19:

> The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business may be void under California Business and Professions Code Section 16600.Certain liquidated damages clauses are unenforceable under California Civil Code Section 1671.
The Franchise Agreement requires application of the law of the State of Indiana. This provision may not be enforceable under California law.

With certain exceptions for actions WZ LLC may bring, the Franchise Agreement requires disputes to be resolved by mediation in a location selected by the mediator and by arbitration in Indiana, and if litigation is permitted, by litigation in Indiana. These provisions may not be enforceable under California law. You are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as California Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of the Franchise Agreement restricting venue to a forum outside of the State of California.

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.*).

You must sign a general release if you enter into a subsequent agreement 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).

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 a 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.

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 PROCEDURES SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA.

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of California.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the requirements of California law, including the California Franchise Investment Law, California Corporations Code, California Civil Code and/or Business and Professions Code, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement is supplemented by adding the following as a new Section at the end:

20. **CALIFORNIA AMENDMENT**.

A. California Restrictions.

1. California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, and nonrenewal of a franchise. If this Agreement contains a provision that is inconsistent with the law, the law will control.

2. This Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business may be void under California Business and Professions Code Section 16600.

3. If this Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damages clause may be unenforceable.

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

5. This Agreement requires application of the law of the State of Indiana. This provision may not be enforceable under California law.

6. With certain exceptions for actions WZ LLC may bring, the Franchise Agreement requires disputes to be resolved by mediation in a location selected by the mediator and by arbitration in Indiana, and if litigation is permitted, by litigation in Indiana. These provisions may not be enforceable under California law. You are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as California Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provision of the Franchise Agreement restricting venue to a forum outside of the State of California.

7. This 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.*).

8. You must sign a general release if you enter into a subsequent agreement 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).

9. You must assign to WZ LLC and require that your employees assign to WZ LLC rights to inventions created during the term of this Agreement. Under California Labor Code Sections 2870 to 2872, this requirement will not apply to an invention that your employee developed entirely on his or her

own time without using your equipment, supplies, facilities, or trade secret information, including the trade secret information you license from WZ LLC, except for those inventions that either (a) relate at the time of conception or reduction to practice of the invention to your business, or your actual or demonstrably anticipated research or development; or (b) result from any work performed by the employee for you.

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 a 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. Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

B. Validity of Agreement Provisions. WZ LLC and you will enforce the provisions of this Agreement to the full extent permitted by law.

2. Each provision of this Amendment will be effective only if you operate a franchise in California.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

______________________________	By: ______________________________
Witness	(authorized officer), its ______________
	Date: ____________________
	FRANCHISEE:
______________________________	By: ______________________________
Witness	____________, its ___________
	Date: ____________________

WIRELESS ZONE LLC
HAWAII ADDENDUM

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Hawaii is amended as follows:

1. **THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

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

2. Item 17 is supplemented by adding the following at the end:

No release language in the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

3. Item 20 is supplemented by adding the following at the end:

The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

A. This proposed registration is on file or will shortly be on file and effective in the following states: Hawaii, Minnesota, South Dakota and Wisconsin.

B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, Virginia and Washington.

C. States which have refused, by order or otherwise, to register these franchises: None.

D. States which have revoked or suspended the right to offer the franchises: None.

E. States in which the proposed registration of these franchises has been withdrawn: None.

4. 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 a 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.

5. Section 19 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

6. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

WIRELESS ZONE LLC
ILLINOIS ADDENDUM

Notwithstanding anything to the contrary in the Wireless Zone LLC Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Wireless Zone® 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.

Franchisees' 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.

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 a 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.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of Illinois.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of Illinois law, including the Illinois Franchise Disclosure Act of 1987, Illinois Compiled Statutes 1992, Chapter 815, Sections 705/1 through 705/44, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement is supplemented by adding the following as a new Section at the end:

Notwithstanding anything to the contrary in the Wireless Zone LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Wireless Zone® 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.

Franchisees' 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.

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 a franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Illinois Franchise Disclosure Act is met independently of this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

_________________________________ By: _____________________________________

Witness (authorized officer), its ________________

Date: ______________________

FRANCHISEE:

_________________________________ By: ____

Witness ______________, its _____________

Date: ______________________

WIRELESS ZONE LLC
INDIANA ADDENDUM

In recognition of the Indiana Franchise Law, Title 23, Article 2, Chapter 2.5 Sections 1 through 51, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Indiana is amended as follows:

1. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**:

Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Wireless Zone LLC from liability imposed by Indiana State Code 23-2-2.7.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(m), entitled **Conditions for franchisor approval of transfer**:

Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Wireless Zone LLC from liability imposed by Indiana State Code 23-2-2.7.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(r), entitled **Non-Competition covenants after the franchise is terminated or expires**:

The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Wireless Zone LLC from prohibiting you from competing for a period longer than 3 years or in an area greater than the exclusive area contained in your agreement.

4. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**:

Choice of forum in any jurisdiction other than Indiana is prohibited under IC 23-2-2.7-1(10). Wireless Zone LLC may not require that you agree to participate in any form of alternative dispute resolution other than arbitration before an independent arbitrator.

5. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(w), entitled **Choice of law**:

The choice of Indiana law shall be subject to the superseding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7.

6. Each provision of this Indiana Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Indiana Franchise Law is met independently without reference to this Indiana Addendum.

The following is an amendment to the Wireless Zone LLC Franchise Agreement required by the State of Indiana.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of Indiana Deceptive Franchise Practices Law, IC 23-2-2.7. the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 12.02 of the Agreement, under the heading "Assignment by You", is supplemented by adding the following at the end:

You cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve WZ LLC from liability under Indiana Code 23-2-2.7.

2. Section 17 of the Agreement is supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by WZ LLC or because of WZ LLC's negligence.

3. Sections 18.08 - 18.11 of the Agreement are supplemented by adding the following paragraph at the end of each section:

Notwithstanding anything to the contrary in this provision, venue for any cause of action brought under this Agreement will be in Indiana pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this provision, the choice of law for any cause of action brought under this Agreement will be subject to any superseding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You will be permitted to bring actions arising under IC 23-2-2.5 at any time within 3 years from the date of violation pursuant to IC 23-2-2.7-7.

4. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Indiana Deceptive Franchise Practices Law is met independently of this Amendment. WZ LLC does not waive its right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. WZ LLC and you will enforce the provisions of this Agreement to the extent permitted by law.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

______________________________	By: ________________________________
Witness	(authorized officer), its _______________
	Date: ____________________
	FRANCHISEE:
______________________________	By: ______________________________________
Witness	____________, its ___________
	Date: ____________________

WIRELESS ZONE LLC

MARYLAND ADDENDUM

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article – Business Regulation, Title 14, Sections 14-201 through 14-233, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Maryland is amended as follows:

1. Item 17 is supplemented by adding the following language to the "Summary" section of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor's approval of transfer**:

Any release required as a condition of entering into a subsequent agreement and/or assignment/transfer will not apply to any liability we may have under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(f), entitled **Termination by franchisor with cause**:

Termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq*.), however, we and you will enforce the provision to the maximum extent the law allows.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **Choice of law**:

, except that you may bring suit in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law unless otherwise governed by the arbitration provisions of the Franchise Agreement.

4. Item 17 is supplemented by adding the following language to the end of Item 17:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Any release required as part of the Agreement or as a condition of the sale, subsequent term, or assignment of the franchise will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any provision in the Agreement which requires litigation to be conducted in a forum other than the State of Maryland will not limit any rights you may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

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 a 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.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of Maryland.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of Maryland law, including the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article – Business Regulation, Title 14, Sections 14-201 through 14-233, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The attached Wireless Zone LLC Franchise Agreement is supplemented by adding the following as a new Section at the end:

20. **MARYLAND AMENDMENT**.

A. Maryland Restrictions.

1. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. Any release required as part of this Agreement or as a condition of the sale, subsequent term, or assignment of the franchise will not apply to any liability under the Maryland Franchise Law.

3. To the extent this Agreement requires you to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase the franchise, this Agreement is amended to reflect that these representations are not intended to nor will they act as a release, estoppel or waiver of any liability arising under the Maryland Franchise Registration and Disclosure Law.

4. Any provision in this Agreement which requires litigation to be conducted in a forum other than the State of Maryland will not limit any rights you may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland, unless otherwise governed by the arbitration provisions of this Agreement.

5. 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 a franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Section 19 of the Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Maryland statute is met independently of this Amendment.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

_______________________________ By: ___________________________________
Witness (authorized officer), its _______________

Date: ____________________

FRANCHISEE:

_______________________________ By: ____
Witness _____________, its ____________

Date: ____________________

WIRELESS ZONE LLC

MINNESOTA ADDENDUM

In recognition of the requirements of the Minnesota Franchises Act, Minnesota Statutes 1996, Chapter 80C, Sections 80C.01 through 80C.22, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Minnesota is amended as follows:

1. Item 13 is supplemented by adding the following language to the end:

To the extent required by the Minnesota Franchises Act, we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols, or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks, provided you are using the names and marks in accordance with the Franchise Agreement.

2. Item 17 is supplemented by adding the following language to the end:

Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or Franchise 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.

Minnesota law provides franchisees with certain termination and nonrenewal rights. We will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 that require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement with sufficient opportunity to recover the fair market value of the franchise as a going concern, and that consent to the transfer of the franchise not be unreasonably withheld.

We are prohibited from requiring 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, providing that these prohibitions will not bar the voluntary settlement of disputes.

We will comply with Minnesota Statute Section 80C.17 Subd. 5 with respect to limitation of claims.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) entitled **Requirements for franchisee to renew or extend** and Item 17(m) entitled **Conditions for franchisor's approval of transfer:**

We cannot require you to sign a release of claims under the Minnesota Franchises Act as a condition to enter into a subsequent agreement or assignment.

4. 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 a 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.

5. Each provision of this Minnesota Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Minnesota Franchises Act is met independently without reference to this Minnesota Addendum.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of Minnesota.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of Minnesota law, including the Minnesota Franchises Act, Minnesota Statutes 1996, Chapter 80C, Sections 80C.01 through 80C.22, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement is supplemented by adding the following as a new Section at the end:

20. **MINNESOTA AMENDMENT**.

A. Minnesota Restrictions.

1. WZ LLC will comply with Minn. Stat. Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of this Agreement and that consent to transfer of the franchise not be unreasonably withheld.

2. To the extent required by the Minnesota Franchises Act, WZ LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols, or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks, provided you are using the names and marks in accordance with the Franchise Agreement.

3. Pursuant to Minn. Stat. Section 80C.21, this Agreement will not in any way abrogate or reduce any of your rights as provided by Minnesota Statutes Sections 80C.01 to 80C.22, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Minn. Stat. Section 80C.21 and Minn. Rule 2860.4400J prohibit WZ LLC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document 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.

5. WZ LLC is prohibited from requiring 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, providing that this prohibition will not bar the voluntary settlement of disputes.

6. We will comply with Minnesota Statute Section 80C.17 Subd. 5 with respect to limitation of claims.

B. Validity of Agreement Provisions. WZ LLC does not waive WZ LLC's right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. WZ LLC and you will enforce the provisions of this Agreement to the full extent permitted by law.

2. 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 a 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.

3. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Minnesota Statute is met independently of this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________	By: ____________________________________
Witness	(authorized officer), its ________________
	Date: _____________________
	FRANCHISEE:
________________________________	By: ____
Witness	_____________, its ____________
	Date: _____________________

WIRELESS ZONE LLC

NEW YORK ADDENDUM

In recognition of the requirements of Article 33 of the General Business Law of the State of New York, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of New York is amended as follows:

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 to be added at the end of Item 3:

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

   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":** You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum",** and Item 17(w), titled **"Choice of law"**:

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

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. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

8. Each provision of this addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently without reference to this addendum.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of New York.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the Article 33 of the General Business Law of the State of New York, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 18 of the Agreement is revised to include the following:

"Provided, however, that all rights arising under Franchisee's favor from the provisions of Article 33 of the GBL of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied."

2. Section 12 of the Agreement is revised to include the following:

"Franchisor will not make an assignment except to an assignee who, in Franchisor's good faith judgment, is willing and able to assume its obligations under the Agreement."

3. Section 14 of the Agreement is revised to include the following:

"In addition, Franchisee shall have the right to terminate the Agreement to the extent allowed under applicable law."

4. 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.

5. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________ By: ____________________________________
Witness (authorized officer), its ________________

Date: _____________________

FRANCHISEE:

________________________________ By: ____
Witness _____________, its ____________

Date: _____________________

WIRELESS ZONE LLC

NORTH DAKOTA ADDENDUM

In recognition of the requirements of the North Dakota Franchise Investment Law, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of North Dakota is amended as follows:

1. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(c) entitled **Requirements for franchisee to renew or extend** and Item 17(m) entitled **Conditions for franchisor approval of transfer:**

Any release required as a condition of entering into a subsequent agreement and/or assignment/transfer will not apply to any liability we may have under the North Dakota Franchise Investment Law.

2. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(r) entitled **Non-Competition covenants after the franchise is terminated or expires:**

Covenants not to compete are subject to Section 9-08-06 of the North Dakota Century Code.

3. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(w) entitled **Choice of law:**

, except that you may bring suit in North Dakota for any claims arising under the North Dakota Franchise Investment Law unless otherwise governed by the arbitration provisions of the Franchise Agreement.

4. Item 10 is supplemented by adding the following language:

We will not require you to waive your right to a jury trial or collateral estoppel.

5. The North Dakota ~~Securities~~Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Franchise Disclosure Document to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

6. Any reference in the Franchise Disclosure Document requiring franchisee to consent to termination penalties or liquidated damages is deleted.

7. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

8. Any reference in the Franchise Disclosure Document to any requirement to consent to a waiver of exemplary and punitive damages is deleted.

10 Any reference in the Franchise Disclosure Document requiring the franchisee to consent to a limitation of claims is deleted. The statute of limitations under North Dakota law applies.

11. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

12. 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 a 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.

13. Each provision of this North Dakota Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the North Dakota Franchise Investment Law is met independently without reference to this North Dakota Addendum.

The following are amendments to the Wireless Zone LLC Franchise Agreement required by the State of North Dakota.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-09-01 through 51-19-17, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 5.02.B.10 (pertaining to general release upon renewal) and Section 12.02.A.5. (pertaining to general release upon transfer) of the Franchise Agreement are deleted in their entirety.

2. Section 16.01.B. of the Franchise Agreement is amended by adding the following language at the end:

"Covenants not to compete, such as those mentioned in this Section 16.01.B., are subject to Section 9-08-06 of the North Dakota Century Code."

3. Section 18.08 of the Franchise Agreement (pertaining to governing law) is deleted in its entirety.

4. Sections 18.14 (pertaining to waiver of jury trial) and 18.15 (pertaining to waiver of collateral estoppel) of the Franchise Agreement are deleted in their entirety.

5. Any references in the Franchise Agreement to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

6. Any reference in the Franchise Agreement requiring franchisee to consent to termination penalties or liquidated damages is deleted.

7. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

8. Section 18.13 (pertaining to waiver of exemplary and punitive damages) of the Franchise Agreement are deleted in their entirety.

10 Any reference in the Franchise Agreement requiring the franchisee to consent to a limitation of claims is deleted. The statute of limitations under North Dakota law applies.

11. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

12. 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 a 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.

13. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the North Dakota Franchise Investment Law is met independently of this Amendment.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________ Witness	By: ____________________________________ (authorized officer), its ________________
	Date: _____________________
	FRANCHISEE:
________________________________ Witness	By: ____ _____________, its ____________
	Date: _____________________

WIRELESS ZONE LLC

RHODE ISLAND ADDENDUM

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 Sections 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Rhode Island is amended as follows:

1. Item 17 is supplemented by adding the following language to the end of the "Summary" section of Item 17(v), entitled **Choice of forum**, and Item 17(w), entitled **Choice of law**:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Each provision of this Rhode Island Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Rhode Island Addendum.

The following is an Amendment to the Wireless Zone LLC Franchise Agreement required by the State of Rhode Island.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 Sections 19-28.1-1 through 19-28.1-34, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement is supplemented by adding the following as a new Section at the end:

20. **RHODE ISLAND AMENDMENT**.

A. Rhode Island Restrictions. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that any provision in a franchise agreement restricting jurisdiction or venue to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act. Sections 18.08-18.10 of the Agreement (pertaining to choice of law and forum) is amended to the extent necessary to comply with this law.

B. Validity of Agreement Provisions. WZ LLC does not waive WZ LLC's right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. WZ LLC and you will enforce the provisions of this Agreement to the full extent permitted by law.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Rhode Island Franchise Investment Act is met independently of this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________	By: ____________________________________
Witness	(authorized officer), its ________________
	Date: _____________________
	FRANCHISEE:
________________________________	By: ____________________________________
Witness	_____________, its ____________
	Date: _____________________

WIRELESS ZONE LLC

VIRGINIA ADDENDUM

In recognition of the requirements of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Wireless Zone LLC for use in the Commonwealth of Virginia is amended as follows:

1. Item 17 is supplemented by adding the following at the end:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. 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 a 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.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. 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 a 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.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________	By: ____________________________________
Witness	(authorized officer), its ________________
	Date: _____________________
	FRANCHISEE:
________________________________	By: ____
Witness	_____________, its ____________
	Date: _____________________

WIRELESS ZONE LLC

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

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

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that

requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

________________________________	By: ____________________________________
Witness	(authorized officer), its ________________
	Date: _____________________
	FRANCHISEE:
________________________________	By: ____
Witness	_____________, its ____________
	Date: _____________________

WIRELESS ZONE LLC

WISCONSIN ADDENDUM

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 - 135.07, the Franchise Disclosure Document for Wireless Zone LLC for use in the State of Wisconsin is amended as follows:

1. Item 17 is supplemented by adding the following at the end:

To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

To the extent that the provisions regarding termination described in the Franchise Agreement regarding repurchase of inventory are inconsistent with the requirements of § 135.045 of the Wisconsin Fair Dealership Law, the above-mentioned provisions will be superseded by the Law's requirements, which state that if Wireless Zone LLC, at your option, repurchases inventory which was sold by Wireless Zone LLC to you for resale, fair wholesale market value must be paid for all merchandise bearing a name, trade name, label or other mark which identifies Wireless Zone LLC.

2. Each provision of this Wisconsin Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Wisconsin Fair Dealership Law is met independently without reference to this Wisconsin Addendum.

The following is an Amendment to the Wireless Zone LLC Franchise Agreement required by the State of Wisconsin.

AMENDMENT TO WIRELESS ZONE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 - 135.07, the parties to the attached Wireless Zone LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement is supplemented by adding the following as a new Section at the end:

20. **WISCONSIN AMENDMENT**.

A. Wisconsin Restrictions.

1. To the extent that the provisions of Section 5 of this Agreement regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), the renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect.

2. To the extent that the provision of Section 14 regarding termination are inconsistent with requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies, and to receive fair wholesale market value for merchandise repurchased by Wireless Zone LLC, at your option), the termination provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

B. Validity of Agreement Provisions. WZ LLC does not waive WZ LLC's right to challenge the enforceability of any state law that declares void or unenforceable any provision contained in this Agreement. WZ LLC and you will enforce the provisions of this Agreement to the full extent permitted by law.

2. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Wisconsin Fair Dealership Law is met independently of this Amendment.

YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully signed, sealed, and delivered this Amendment as of the day and year below.

WIRELESS ZONE LLC

_______________________________ By: ___________________________________
Witness (authorized officer), its ________________

Date: ____________________

FRANCHISEE:

_______________________________ By: ____
Witness _____________, its ____________

Date: ____________________

Exhibit J

Franchisee Disclosure Questionnaire

WIRELESS ZONE LLC

FRANCHISEE DISCLOSURE QUESTIONNAIRE

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

Do not sign this Questionnaire if you are a resident of, or if the Wireless Zone® store will be operated within, the states of Hawaii, Maryland, or Washington.

You (either individually or as a principal of a corporation, partnership or other business entity and on such entity's behalf) are preparing to enter into a Franchise Agreement with WIRELESS ZONE LLC ("WZ") for the operation of a Wireless Zone® store. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that were not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the Franchise Agreement and each exhibit and schedule attached to it, and understand all of the information contained in each?

Yes ___ No ___

If "No," what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____

2. Have you received and personally reviewed the Franchise Disclosure Document ("FDD") we provided to you?

Yes ___ No ___

3. Did you sign a receipt for the FDD indicating the date you received it?

Yes ___ No ___

4. Do you understand all of the information contained in the FDD?

Yes ___ No ___

If "No," what parts of the FDD do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____

5. Have you discussed the benefits and risks of operating the franchise with an attorney, accountant or other professional advisor, and do you understand those risks?

Yes ___ No ___

6. Do you understand that the success or failure of your franchise will depend in large part upon your skills and abilities, competition from other businesses and the carrier, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes ___ No___

7. Has any employee or other person speaking on behalf of WZ made any statement or promise concerning the revenue, activations, profit or operating costs of franchises operated by WZ or its affiliates or franchisees that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___

8. Has any employee or other person speaking on behalf of WZ made any statement or promise regarding the amount of money you may earn in operating the franchise?

Yes ___ No ___

9. Has any employee or other person speaking on behalf of WZ made any statement or promise concerning the total amount of activations and/or revenue the franchise will generate?

Yes ___ No ___

10. Has any employee or other person speaking on behalf of WZ made any statement, promise or agreement concerning advertising, marketing, training, displays, signage, support service or assistance that WZ will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___

11. If you have answered "Yes" to any of the questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary.)

____
____
____
____

12. Has any employee or other person speaking on behalf of WZ made any oral or written promise or agreement with you concerning store build-out, signage, advertising, the Protected Territory, location of other Wireless Zone® or carrier stores, the opportunity to acquire additional Wireless Zone® franchises, or any other issue which is not reflected in the Franchise Agreement?

Yes ___ No ___

If "Yes" please provide a full explanation in the following blank lines. (Attach additional pages, if necessary.)

____
____
____
____

You understand that your answers are important to us and that we will rely on them in entering into the Franchise Agreement with you. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Date:	[Name], [Title] [FRANCHISEE ENTITY]

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	March 28, 2025, as amended October 2, 2025
Hawaii	April 5, 2025 [Amendment Pending]
Illinois	March 28, 2025, as amended October 2, 2025
Indiana	March 28, 2025, as amended October 2, 2025
Maryland	April 1, 2025 [Amendment Pending]
Michigan	March 28, 2025, as amended October 2, 2025
Minnesota	April 9, 2025 [Amendment Pending]
New York	March 28, 2025, as amended October 2, 2025
North Dakota	March 28, 2025 [Amendment Pending]
Rhode Island	April 4, 2025 [Amendment Pending]
South Dakota	March 28, 2025, as amended October 2, 2025
Virginia	April 7, 2025 [Amendment Pending]
Washington	April 3, 2025, as amended October 2, 2025
Wisconsin	March 28, 2025, as amended October 2, 2025

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.

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 Wireless Zone LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state law in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York requires us to provide you the disclosure document the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wireless Zone LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The name(s) and address(es) of the franchise seller(s) for this offering is/are: Keith Dziki ____

____, [print additional franchise seller name, if any] Wireless Zone LLC, 10300 Kincaid Drive, Suite 100, Fishers, IN 46037, (812) 480-6111.

Issuance Date: March 28, 2025, as amended October 2, 2025.

Wireless Zone LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document with an Issuance Date of March 28, 2025, as amended October 2, 2025, that included the following Exhibits:

A State Administrators and Agents for Service of Process
B Franchise Agreement (with Exhibits)
C Agreement and Conditional Consent to Transfer
D Ascentium Capital LLC Equipment Finance Agreements
E Addendum Re: Data Protection and Security
F Operations Manual Table of Contents
G Roster of Franchisees
H Financial Statements
I State Addenda and Agreement Riders
J Franchisee Disclosure Questionnaire

Mail this originally signed receipt to: Wireless Zone LLC, 10300 Kincaid Drive, Suite 100, Fishers, IN 46037

Signed:____

Date Disclosure Document Received: ______________________________

Print Name:______________________________________
Address:____
____

Date Receipt Signed: _______________

Applicant Copy

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 Wireless Zone LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state law in (a) Michigan requires us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York requires us to provide you the disclosure document the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Wireless Zone LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The name(s) and address(es) of the franchise seller(s) for this offering is/are: Keith Dziki ____ ____, [print additional franchise seller name, if any] Wireless Zone LLC, 10300 Kincaid Drive, Suite 100, Fishers, IN 46037, (812) 480-6111.

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Mail this originally signed receipt to: Wireless Zone LLC, 10300 Kincaid Drive, Suite 100, Fishers, IN 46037

Signed:______________________________________

Date Disclosure Document Received: ______________________________

Print Name:______________________________
Address:_________________________________
____

Date Receipt Signed: _______________

Franchisor Copy