

## FRANCHISE DISCLOSURE DOCUMENT



**MMI-CPR, LLC**  
(A Delaware Limited Liability Company)  
260 Interstate North Circle, SE  
Atlanta, Georgia 30339  
(877) 856-5101  
[www.cellphonerepair.com](http://www.cellphonerepair.com)



We offer a franchise to operate cell phone repair businesses within specified geographic areas using the “CPR” marks that provide repair services we authorize for smart phones, cell phones, laptops, game systems and other electronic devices and sell refurbished mobile devices and accessories. We offer a territory based on the size and demographics of the market the franchise(s) are located in. We offer franchises individually under the terms of a standard franchise agreement.

The total investment required to establish a CPR Franchise Business ranges from \$104,750 to \$310,400. This includes up to \$35,900 that you must pay to us. We also offer multi-store development opportunities. The total investment necessary under the multi-store development agreement ranges from \$39,900 to \$54,900 (assuming development of five (5) to eight (8) CPR Franchise Businesses), all of which is payable to us.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read the 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 payments to, the franchisor in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Sales Department at 260 Interstate North Circle, SE, Atlanta, Georgia 30339, or 877-856-5101.

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, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: March 28, 2025, as amended August 13, 2025**

## How to Use This Franchise Disclosure Document

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

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

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-store development agreement require you to resolve disputes with the franchisor by arbitration or litigation only in Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with franchisor in Georgia than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty payments and advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of investment.
3. **Spousal Liability.** Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21), may call into question the franchisor's ability to provide services and support to you.
5. **Franchise Turnover.** The franchisor had a large franchisee turnover rate as evidenced by Item 20.

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

**THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY  
THE MICHIGAN FRANCHISE INVESTMENT LAW**

**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:**

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding the notice should be directed to:

Michigan Attorney General's Office  
Consumer Protection Division  
Attention: Franchise Section  
670 G. Mennen Williams Building, 1st Floor  
525 West Ottawa Street  
Lansing, Michigan 48933  
Telephone: 517-373-7117

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is preempted by federal law and cannot preclude us from enforcing our arbitration section. We will seek to enforce this section as written.

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

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- A-4. Agreement for Approved Fixtures, Tools, and Equipment Funding
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- C. State Addenda and Agreement Riders
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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

To simplify the language in this franchise disclosure document (this “Disclosure Document”), “we”, “us”, “our”, or “CPR” means MMI-CPR, LLC dba Cell Phone Repair, the franchisor. “You” or “your” means the entity that is buying the franchise from MMI-CPR, LLC dba Cell Phone Repair. References to “you” or “franchisee” which are applicable to an individual or individuals will mean the principal owner or owners of the equity or those with operating control of the Franchisee. We only sell franchises to entity franchisees. Each of your individual owner(s), partners, shareholders, or members, as applicable, must sign the Franchise Agreement and agree to be personally bound by certain provisions of the Franchise Agreement. In addition, each person who owns 20% or more of your entity must sign a Guaranty, which is attached as a Schedule to the Agreements. The spouse of an owner may also be required to sign the Guaranty.

Our agents for service of process are disclosed in Exhibit E.

**The Franchisor.**

~~MMI-CPR, LLC is~~ We are a Delaware limited liability company that was organized on April 5, 2013. A Certificate of Formation was filed with the Secretary of State of Delaware for MMI-FGS, LLC on April 5, 2013. On September 13, 2013, a Certificate of Amendment was filed with (and accepted by) the Secretary of State of Delaware changing the name of the Company from MMI-FGS, LLC to MMI-CPR, LLC. From the date of its formation to the date the Certificate of Amendment was filed, MMI-FGS, LLC was inactive. Our principal business address is 260 Interstate North Circle, SE, Atlanta, Georgia 30339. On October 31, 2019, CPR became a wholly-owned subsidiary of SOSI CPR LLC, a Delaware limited liability company (“SOSI CPR”). SOSI CPR has agreed to guarantee all of CPR’s obligations to you under the Franchise Agreement (see Item 21). The parent of SOSI CPR is Service Optimization Solutions, Inc., a Florida corporation (“SOSI”). The ultimate indirect parent of CPR is Assurant, Inc., a Delaware corporation and publicly traded holding company (“Assurant”). SOSI CPR, SOSI, and Assurant share our principal business address.

We have been offering franchises for CPR Franchise Businesses (defined below) since October 2013. We do not operate a cell phone repair business similar to the CPR Franchise Business being offered under this Disclosure Document. We do business under our corporate name and the names “CPR” and “Cell Phone Repair.” As of December 31, 2024, there were 443 franchised CPR Businesses open and operational (427 in the United States and 16 in Canada) and 1 affiliate owned location open and operational.

Except as described below, we have never engaged in any other business or offered franchises in any other line of business; however, we may do so in the future.

**Our Predecessors and Affiliates.**

Our predecessor, CPR-Cell Phone Repair Franchise Systems, Inc., was a Florida corporation which was incorporated in the State of Florida on March 15, 2007. Its principal place of business was 313 Ridgeview Drive, Summerville, Georgia 30747. CPR-Cell Phone Repair Franchise Systems, Inc. offered CPR Franchise Businesses from January 2008 until October 13, 2013 when it was purchased by us. CPR-Cell Phone Repair Franchise Systems, Inc. never operated a CPR Franchise Business (as defined below) or offered franchises for any other brand.

Our affiliate, Hyla Mobile, Inc., is a Delaware corporation and was incorporated in the State of Delaware on December 1, 2020. Its principal place of business is 1507 Lyndon B. Johnson Fwy, Suite 1500, Farmers Branch, TX 75234. Hyla Mobile, Inc. has never operated a CPR Franchise Business or offered franchises for any brand.

We do not have any other affiliates that must be disclosed in this Item 1.

### **Former Franchise Offerings.**

We offered franchises under the brand Computer Troubleshooters® from November 2019 through December 2023. Computer Troubleshooters offered on-site technology services primarily to commercial customers. As of December 31, 2024, there were no Computer Troubleshooters franchises open or operational.

### **The Business.**

We have developed businesses (each, a “CPR Franchise Business”) that provide repair services we authorize (the “Services”) for smart phones, cell phones, laptops, game systems and other electronic devices (collectively, the “Devices”) and sell certain new and refurbished Devices, accessories and repair parts for the Devices and other products that we authorize (together, the “Products”) using the names “CPR” and “Cell Phone Repair,” as well as other trademarks, service marks, trade names, logos, trade dresses and other commercial symbols we periodically designate (collectively, the “Marks”). CPR Franchise Businesses are also referred to as the “CPR Stores.” We have developed distinctive business formats, systems, methods, procedures, designs, layouts, standards, and specifications for the CPR Franchise Businesses, all of which we may modify periodically (the “System”).

We offer to entities meeting our qualifications the right to operate a CPR Franchise Business within a specific Designated Area (as defined in Item 12) under the terms of our franchise agreement in the form attached as Exhibit A (the “Franchise Agreement”). The CPR Franchise Business that you will operate pursuant to the Franchise Agreement is referred to herein as “your CPR Franchise Business.” Your CPR Franchise Business offers and sells Services and Products, approved by us and for CPR Stores, to companies, cell phone dealers and the general public within the Designated Area, from a designated location approved by us and leased by you (the “Site”).

In the past, we granted to entities meeting our qualifications the right to own and operate a CPR Franchise Business and develop and operate, or solicit third parties to develop and operate, additional CPR Franchise Businesses utilizing the Marks within a defined geographic area (the “Granted Territory”) under the terms of our area representative agreement (the “Area Representative Agreement”). Individual entities that signed an Area Representative Agreement are referred to as an “Area Representative” in this Disclosure Document. At this time, we are not offering new Area Representative opportunities but are permitting existing Area Representatives to renew or transfer their Area Representative Agreement to an entity approved by us. Area Representatives are responsible for advertising to and soliciting prospective franchisees who, if approved by us, will execute our then-current form of franchise agreement. Area Representatives are required to develop and operate at least one of their own CPR Franchise Businesses and develop or sell franchises for additional CPR Franchise Businesses pursuant to a development schedule attached to the Area Representative Agreement. Area Representatives will also assist us with rendering certain site selection, training and guidance and support services to other franchisees within the Granted Territory. The Area Representatives are obligated to perform services for franchisees as we promise in the Franchise Agreement. As the franchisor, we are contractually responsible to you if the services are not properly performed. When a franchise is sold, the Franchise Agreement is signed by the franchisee and us,

although the Area Representatives will provide various services to franchisees as described in Item 11. The business of the Area Representative is referred to in this Disclosure Document as an “Area Representative Business.” Area Representatives do not exercise management responsibility with respect to sale or operation of CPR Franchise Businesses.

If you are purchasing your first CPR Franchise Business, you will execute the Franchise Agreement. New franchisees purchasing their first store will have their Royalty Minimums waived for the first 3 months of operation. Qualified new franchisees will also be eligible to receive from us financial assistance of up to \$20,000 for tools, equipment, and fixtures. In order to determine whether you qualify to receive the funding for tools, equipment, and fixtures, we will review your credit score and net worth. See Item 10.

Under the GROWTH Program (also known as “CPR Elite Program”), qualified existing franchisees who acquire an additional CPR Franchise Business will have their initial franchise fee and training fee waived for the new Franchised Business and the Royalty Minimum will be waived for the first 6 months of operation. The GROWTH Program is not available for relocations of existing CPR Franchise Businesses. Existing Franchisees purchasing an additional CPR Franchise Business may also receive financial assistance from us of up to \$20,000 for tools, equipment, and fixtures. See Item 10. In order to qualify, existing franchisees must be approved by us, provide requested financial information, be in full compliance with all existing Franchise Agreements (including the Operations Manual), in full compliance with any other agreement with us or our affiliates, participating in all national account programs, and have not closed a CPR Franchise Business within the last calendar year. Existing franchisees who acquire additional CPR Stores under the GROWTH Program will execute a new Franchise Agreement and GROWTH Addendum for each new CPR Franchise Business. A copy of our current form of the GROWTH Addendum is attached hereto as Exhibit A-1.

Under the Store Conversion Program (“SCP”), new franchisees who convert their existing electronic repair service store into a CPR Franchise Business by entering into a franchise agreement with us (each a “CPR Conversion”) will receive a waiver of the initial franchise fee and pay a reduced training fee of \$5,000. The Royalty Minimums will be waived for the first 6 months of operation. New franchisees converting their existing electronic repair store will also be eligible to receive financial assistance from us of up to \$20,000 for tools, equipment, and fixtures. See Item 10. In order to qualify for this program, the prospective franchisee’s existing electronic repair store must have revenues of at least \$18,000 per month and a Google business rating of at least 4.0. New franchisees converting their existing electronic repair store must execute a Franchise Agreement and a SCP Addendum for each conversion store. A copy of our current form of the SCP Addendum is attached hereto as Exhibit A-2.

Under the SAVE Program (“SAVE”) existing franchisees who are approved to acquire an existing CPR Franchise Business with low profitability will have the initial franchise fee waived, the Royalty Minimums waived for the first twelve (12) months of operation and will be eligible to receive from us financial assistance of up to \$10,000 for fixtures for the existing CPR Franchise Business they are purchasing. In order to qualify, existing franchisees must be approved by us, provide requested financial information, be in full compliance with all existing Franchise Agreements (including the Operations Manual), in full compliance with any other agreement with us or our affiliates, participating in all national account programs and have not closed a CPR Franchise Business within the last calendar year. Franchisees who wish to acquire an existing CPR Stores under the SAVE Program must execute a Franchise Agreement and a SAVE Addendum for each CPR Store they acquire. A copy of our current form of the SAVE Addendum is attached hereto as Exhibit A-3.

Under the Multi-Store Development Program (the “MSD Program”), we offer qualified new franchisees and existing franchisee the right to open and operate new CPR Franchise Businesses and/or convert existing electronic repair service store into a CPR Franchise Business in accordance with a development schedule (minimum 5 CPR Franchise Businesses) within a defined territory. There is an initial development fee of \$39,900 for the first 5 CPR Franchise Businesses developed under the MSD Program and an additional \$5,000 for each subsequent CPR Franchise Business to be developed. The franchise fee and training fee will be waived for all CPR Franchise Businesses developed under the MSD Program. Our current form of the MSD Program agreement is attached hereto as Exhibit B.

### **The Market and Competition.**

The market for Services and Products is developed and competitive in most areas of the United States. Your CPR Franchise Business will compete with local, regional, and national companies offering services similar to those offered by a CPR Franchise Business, including other franchises, national chains, and independently owned companies.

### **Industry Specific Regulations.**

You will need to obtain the proper business licenses to conduct repairs on Devices from state and local licensing agencies. Other than this licensing requirement, there are no regulations specific to the operation of a CPR Franchise Business, although you will be required to comply with all local, state, and federal laws and regulations that apply to any business. We urge you to make inquiries about these laws and regulations.

## **ITEM 2** **BUSINESS EXPERIENCE**

### **Director/President: Shelley Binkley**

Ms. Binkley has served as Director/President of SOSI since January 2023. Ms. Binkley also has served as Vice President of Optimized Service Delivery at Assurant since April 2022. From March 2019 to March 2022, Ms. Binkley served as Assistant Vice President of Optimized Service Delivery at Assurant. Ms. Binkley works primarily from Assurant’s offices in Atlanta, Georgia.

### **Vice President, Product Development: Kyle Davenport**

Mr. Davenport has served as Vice President, Product Development of SOSI since October 2024. Mr. Davenport also serves as Assistant Vice President of Solutions Engineering at Assurant and has served in that capacity since November 2021. Mr. Davenport also served as Director/Vice President of SOSI from January 2019 to September 2024 and as Senior Director, Solutions Engineering at Assurant from December 2018 to November 2021. Mr. Davenport is based out of St. Paul, Minnesota.

### **Vice President, Retail Connected Living: Terry Jones**

Mr. Jones has served as Vice President, Retail Connected Living for Assurant since March 2023. Mr. Jones previously served as Director of Retail Operations for Assurant from September 2022 to February 2023 and as District Manager, Field Repair Operations for Assurant from September 2021 to August 2022. From January 2019 to September 2021, Mr. Jones served as Director of Sales Operations for Adcomm Digitel. Mr. Jones is based out of Assurant’s office located in Richmond, Virginia.

### **Director of Business Development, Retail Connected Living: Kyle Opdahl**

Mr. Opdahl has served as Director of Business Development, Retail Connected Living for Assurant since March 2024. Mr. Opdahl previously served as Senior Sales Manager for Assurant from September 2022 to February 2024. He has served as Vice President and Owner of CPR Midwest Holding since August 2014 and President and Owner of Honest Hustle, LLC since June 2020. From February 2015 to June 2020, Mr. Opdahl served as Vice President and Owner of True North Cell Phone Repair, LLC. Mr. Opdahl is based out of St. Paul, Minnesota.

### **Assistant Vice President of Service Delivery Operations, Retail Connected Living: Jeff Lively**

Mr. Lively has served as Assistant Vice President of Service Delivery Operations, Retail Connected Living for Assurant since July 2022. From January 2022 to July 2022, Mr. Lively served as Senior Director of Solutions Engineering for Assurant and as Regional Director of Field Repair for Assurant from August 2021 to December 2021. Mr. Lively previously served as District Manager for T-Mobile from December 2019 to August 2021 and Program Manager from June 2019 to November 2019. He served as Director of Indirect Sales for Metro PCS from July 2014 to March 2019. Mr. Lively is based out of Kansas City, Missouri.

## **ITEM 3** **LITIGATION**

Daytona Tech Repair, LLC and Deland Tech, LLC, Individually and on behalf of all other situated v. MMI-CPR, LLC and Assurant Inc., Case No. 1:22-cv-01093, filed June 21, 2022, United States District Court for the Northern District of Ohio, Cleveland Division. The plaintiffs (one current and one former CPR franchisee) filed a putative class action suit against us. The suit alleges that we breached the franchise agreement and the covenant of good faith and fair dealing, violated Ohio's business opportunity and deceptive trade practice statutes, and made common law fraudulent and negligent misrepresentations and omissions. In support of these claims, plaintiffs allege that we required franchisees to exclusively deal with an OEM battery supplier that allegedly charged higher prices and sold more defective parts than other suppliers, failed to provide information relating to marketing expenses, failed to provide information relating to alleged competing activity by Assurant, and failed to provide advisory services (the "Class Action"). Plaintiffs sought punitive and compensatory damages, pre-and post-judgment interest, and reasonable attorneys' fees and expenses. The court granted our motion to stay the proceedings pending arbitration ~~under the franchise agreement's mandatory arbitration provision~~ on October 7, 2022.

Between January 12, 2023 and June 16, 2023, ~~P~~plaintiffs and prospective putative class members from the Class Action filed individual demands for arbitration against us with the American Arbitration Association. Each arbitration demand asserted ~~several~~ several of the same claims as the Class Action, including that we breached the franchise agreement, breached the covenant of good faith and fair dealing, violated state fraudulent and negligent misrepresentations law, and tortiously interfered with existing and prospective agreements and business relationships. Many arbitration demands further alleged ~~d~~ that we violated state deceptive trade practices and business opportunity laws. In each of the following arbitrations, the claimants ~~seek~~sought exemplary, punitive, and compensatory damages, pre- and post-judgment interest, and attorneys' fees and expenses totaling \$150,000-\$300,000~~;~~.

On June 28, 2025, the following arbitrations were settled by way of a settlement agreement. As part of the settlement agreement, we agreed to (i) regularly evaluate ways to increase claim repair volume; (ii) evaluate additional income streams and suppliers; (iii) evaluate future changes to the Franchise Agreement; (iv) solicit franchisee input with respect to operations of the NAF; and (v) offer increased support. We also



agreed to pay claimants' legal expenses in the amount of \$1,195,500. The class action lawsuit was dismissed on June 18, 2025.

- Daytona Tech Repair, LLC and Deland Tech, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1143, filed January 12, 2023, American Arbitration Association. ~~A final hearing has been scheduled for June 2026.~~
- Ariba Repair, LLC and Ariba, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1249, filed January 12, 2023, American Arbitration Association. ~~A final hearing has been scheduled for October 2026.~~
- ~~Digital Device Services, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1528, filed January 12, 2023, American Arbitration Association. A final hearing has been scheduled for October 2024. In September 2024, the parties entered into a confidential settlement agreement where the parties agreed to a mutual release of claims and an undisclosed payment was made to claimant. The demand for arbitration was withdrawn.~~
- Forth Enterprises, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1526, filed January 12, 2023, American Arbitration Association. ~~A final hearing has been scheduled for March 2026.~~
- LivWest Technology LLC and Tech Solutions 3 LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1525, filed January 12, 2023, American Arbitration Association. ~~A final hearing has been scheduled for February 2026.~~
- Phone Fixers Westland LLC and Cell Fix and Repair Dearborn Heights, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1159, filed January 12, 2023, American Arbitration Association. ~~Arbitration has entered the discovery phase with no final hearing scheduled. In December 2024, the claimant voluntarily withdrew their demand for arbitration and the claim was dismissed.~~
- Rockstar Computers, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1162, filed January 12, 2023, American Arbitration Association. ~~On February 28, 2024, a counterclaim was filed against claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for July 2025.~~
- Sidka Technologies, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1147, filed January 12, 2023, American Arbitration Association. ~~A final hearing has been scheduled for October 2025.~~
- Volunteer Cellular, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1252, filed January 12, 2023, American Arbitration Association. ~~On February 28, 2024, a counterclaim was filed against claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for July 2025.~~
- Forbel Enterprises, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1735, filed January 12, 2023, American Arbitration Association. ~~On February 28, 2024, a counterclaim was filed against claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for January 2026.~~
- Top Phone Repair Plus, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1739, filed January 13, 2023, American Arbitration Association. ~~On March 1, 2024, a counterclaim was filed against the claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for November 2025.~~
- Device Doctors LLC and Cell Fix and JTEP Holdings LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2276, filed January 18, 2023, American Arbitration Association. ~~A final hearing has been scheduled for January 2027.~~
- Phones R Us LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2268 filed January 18, 2023, American Arbitration Association. ~~A final hearing has been scheduled for September 2026.~~

- Eddings Mericle Enterprise, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1953, filed January 18, 2023, American Arbitration Association. ~~A final hearing has been scheduled for April 2026.~~
- JML Enterprises Corp. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-1971, filed January 18, 2023, American Arbitration Association. ~~A final hearing has been scheduled for September 2025.~~
- iFixit, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2735, filed January 20, 2023, American Arbitration Association. ~~A final hearing has been scheduled for a to-be-determined date in 2025.~~
- Triple Peninsula Partners, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2531, filed January 20, 2023, American Arbitration Association. ~~On February 28, 2024, a counterclaim was filed against the claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for July 2025.~~
- Gizmos Repair, LLC and Unboxed Wireless, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-2965, filed January 23, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- IFIX It All, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-3824, filed January 27, 2023, American Arbitration Association. ~~A final hearing has been scheduled for November 2026.~~
- KGG, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0000-4475, filed February 1, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- ~~Repair Right Fix Fast, Inc.~~ Traut Enterprises, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2527~~ 01-23-0001-2201, filed March ~~2023~~, 2023, American Arbitration Association. ~~A final hearing has been scheduled for August 2026.~~
- ~~Zaakr~~ The Renaissance Dimension, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2948~~ 01-23-0001-2198, filed March ~~2023~~, 2023, American Arbitration Association. ~~A final hearing has been scheduled for March 2026.~~
- ~~Traut Enterprises, LLC~~ LMLD Corp. v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2201~~ 01-23-0001-2195, filed March 23, 2023, American Arbitration Association. ~~A final hearing has been scheduled for March 2026.~~
- ~~The Renaissance Dimension~~ Dancie Enterprises, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2198~~ 01-23-0001-2194, filed March 23, 2023, American Arbitration Association. ~~A final hearing has been scheduled for June 2026.~~
- ~~LMLD Corp~~ Brannon Ventures, Inc. v. MMI-CPR, LLC and Assurant Inc. Case No. ~~01-23-0001-2195~~ 01-23-0001-2200, filed March 23, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- ~~Dancie Enterprises~~ Repair Right Fix Fast, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2194~~ 01-23-0001-2527, filed March ~~2023~~, 2023, American Arbitration Association. ~~On February 28, 2024, a counterclaim was filed against the claimant for breaching the terms of its franchise agreement. A final hearing has been scheduled for August 2025.~~
- ~~Brannon Ventures~~ Zaakr, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. ~~01-23-0001-2200~~ 01-23-0001-2948, filed March ~~2023~~, 2023, American Arbitration Association. ~~A final hearing has been scheduled for January 2026.~~
- Tech Solutions II, LLC & Elliott Solutions, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0001-2946, filed March 29, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~

- Gaderick Enterprises, Inc. v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0001-3177, filed March ~~31~~30, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- TomCat Enterprises, LLC, v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0001-3179, filed March ~~31~~30, 2023, American Arbitration Association. ~~A final hearing has been scheduled for August 2026.~~
- ~~Doylesville Enterprises, LLC, v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0001-3647, filed April 4, 2023, American Arbitration Association. In April 2024, the parties entered into a mutual release of all claims. The claimant then withdrew their demand for arbitration and the claim was dismissed.~~
- Digital Resurrection, LLC, Lonestar Digital Resurrection, LLC v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0001-2192, filed April 28, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- AM Cellphone Repairs & Accessories, Inc., v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0002-1892, filed May ~~17~~16, 2023, American Arbitration Association. ~~A final hearing has been scheduled for June 2026.~~
- Wireless Electronics Repair, LLC, v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0002-6683, filed June 14, 2023, American Arbitration Association. ~~As of the date of this Disclosure Document, no hearing has been scheduled.~~
- Strictly Repairz, LLC, v. MMI-CPR, LLC and Assurant Inc., Case No. 01-23-0003-4523, filed August 3, 2023, American Arbitration Association. ~~A final hearing has been scheduled for February 2027.~~

The following arbitrations asserted the same claims as those provided above but were settled through individual settlement agreements:

- Doylesville Enterprises, LLC v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0001-3647 filed April 3, 2023, American Arbitration Association. In April 2024, the parties entered into a confidential settlement agreement where the parties agreed to a mutual release of all claims. The demand for arbitration was withdrawn.
- Digital Device Services, Inc. v. MMI-CPR, LLC, and Assurant Inc., Case No. 01-23-0000-1528, filed January 12, 2023, American Arbitration Association. A final hearing has been scheduled for October 2024. In September 2024, the parties entered into a confidential settlement agreement where the parties agreed to a mutual release of claims and a payment in the amount of \$50,000 was made to claimant for back payments owed pursuant to the terms of its development agreement. The demand for arbitration was withdrawn.

The following litigation is separate from the arbitration provided above:

New Life Digital Inc., Individually and on behalf of all others situated (Plaintiff) v. MMI-CPR, LLC and Assurant Inc., Court File No. CV-23-00001692-00CP, filed August 21, 2023, Superior Court of Ontario. The plaintiffs, one current and one former CPR franchisee, filed a putative class action suit against us and Assurant. The suit alleges that we breached the franchise agreement and the covenant of good faith and fair dealing, violated Ontario's deceptive trade practice statutes, and made common law fraudulent and negligent misrepresentations and omissions. In support of these claims, plaintiffs allege that we required franchisees to exclusively deal with an OEM battery supplier that allegedly charged higher prices and sold more defective parts than other suppliers, failed to provide information relating to marketing expenses, failed to provide information relating to alleged competing activity by Assurant, and failed to provide advisory services. Plaintiffs seek punitive and compensatory damages, pre-and post-judgment interest, and reasonable attorneys' fees and expenses. On November 21, 2023, plaintiffs accepted our proposal to stay



the proceedings pending arbitration under the franchise agreement's mandatory arbitration provision. In January 2025, the parties agreed to a mutual release of claims; however, a formal withdrawal has not yet been filed.

Franventures-CPR Carmel, LLC (Claimant) v. MMI-CPR, LLC dba Cell Phone Repair, Case 01-24-0000-1274, filed January 10, 2024. The claimant, a former CPR Franchisee and Area Representative, filed a demand for arbitration against us alleging that we wrongfully terminated the Area Representative Agreement and was unjustly enriched by the claimant's services. The claimant seeks compensatory damages in the amount of \$300,000, and attorneys' fees and expenses. In September 2024, a confidential settlement agreement was entered into between the parties whereby the parties agreed to a mutual release of claims, ~~an undisclosed~~ payment in the amount of \$75,000 was made to the claimant, and the claim was dismissed.

ABSA Inc. (Claimant) v. MMI-CPR, LLC dba Cell Phone Repair, Case 02-24-0008-3020, filed November 11, 2024. The claimant, an entity owned by a former CPR Franchisee, filed a demand for arbitration against us alleging we breached the Franchise Agreement between us and another entity owned by the principal of claimant by not providing adequate support and allowing other franchisees to encroach on their territorial rights. The claimant seeks compensatory damages in the amount of \$200,000, and expenses. On March 11, 2025, the arbitrator granted our motion to disqualify claimant's non-attorney principal from representing claimant in the arbitration.

Other than the above, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

##### **Initial Franchise Fee**

For your first CPR Franchise Business, you must pay us an initial franchise fee of \$19,900; however, we will waive your initial franchise fee for your first CPR Franchise Business if you are a new franchisee converting your existing electronic repair service store into a CPR Franchise Business under the SCP Program. The initial franchise fee is due when you sign the Franchise Agreement. For each subsequent CPR Franchise Business, you must pay us a reduced initial franchise of \$9,900. If you are purchasing a CPR Franchise Business under the GROWTH Program or if you are purchasing a CPR Franchise under the SAVE Program, we will waive the initial franchise fee. The initial franchise fee is fully earned by us upon your execution of the Franchise Agreement, payable in lump sum and is not refundable under any circumstances.

During the 2024 fiscal year, we waived seven initial franchisee fees.

##### **Development Agreement**

You must pay an initial development fee of \$39,900 for the first 5 CPR Franchise Businesses to be developed under the Multi-Store Development Agreement and an additional \$5,000 for each subsequent CPR Franchise Business to be developed. The initial franchise fee and training fee will be waived for all

CPR Franchise Businesses developed under the Multi-Store Development Agreement. The development fee is payable in lump sum upon execution of the Multi-Store Development Agreement and is not refundable under any circumstances.

### **Training Fee**

You must pay us in lump sum a training fee of \$16,000 for you (or your principal owner) and one (1) manager and one (1) technician to attend our initial training program. We may allow you to send more employees to the training program. If we allow you to send more technicians to the technical portion of the training program, we will charge you an additional fee of \$1,000 per additional technician. The training fee is due after you sign the Franchise Agreement and before you attend initial training and is not refundable under any circumstances. The training fee may be reduced to \$5,000 under the SCP Program and waived if any of the following apply: (i) you already own a Cell Phone Repair Franchise Business or (ii) if you are purchasing your CPR Franchise Business under the GROWTH Program or SAVE Program.

### **ITEM 6** **OTHER FEES**

| <b>Type of Fee</b>                                 | <b>Amount</b>                                                                                                                                                                                                                                                                            | <b>Due Date</b>                                           | <b>Remarks</b>                                                                                                                                                          |
|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royalty (New CPR Franchise Owner and SCP Addendum) | 5.8% of Gross Volume.<br><br>Minimum Royalty payment will be waived for the first 6 months of operation. From the 7 <sup>th</sup> month onward, the Royalty will be 5.8% of Gross Volume subject to a minimum Royalty of \$600 per payment.                                              | Twice a month, within 3 days of the end accounting period | “Minimum Royalty” will be \$600 payable twice a month.<br><br>Percentage Royalties are due from the first month in which your CPR Franchise Business begins operations. |
| Royalty under the GROWTH Addendum                  | If you execute the GROWTH Addendum, the Royalty will be 5.8% of Gross Volume. The Minimum Royalty will be waived for the first 6 months of operation. From the 7 <sup>th</sup> month onward, the Royalty will be 5.8% of Gross Volume subject to a minimum Royalty of \$600 per payment. | Twice a month, within 3 days of the end accounting period | “Minimum Royalty” will be \$600 payable twice a month.<br><br>Percentage Royalties are due from the first month in which your CPR Franchise Business begins operations. |
| Royalty under the SAVE Addendum                    | If you execute the SAVE Addendum, the Royalty will be 5.8% of Gross Volume. The Minimum Royalty for your SAVE-eligible CPR Franchise Business will be waived for the first year of operations and after the first year and onward, the Royalty will be 5.8% of Gross Volume with a       | Twice a month, within 3 days of the end accounting period | “Minimum Royalty” will be \$600 payable twice a month.<br><br>Percentage Royalties are due from the first month in which your CPR Franchise Business begins operations. |

| Type of Fee                                                   | Amount                                                                                                                                                                                               | Due Date                                                          | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                               | minimum Royalty of \$600 per payment.                                                                                                                                                                |                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| National Advertising Fund                                     | \$285 per month (Note 3)                                                                                                                                                                             | Third business day of each month for the preceding calendar month | We require you to contribute a monthly fee of \$285 to a National Advertising Fund, though we reserve the right to charge up to 2% of Gross Volume in the future. The monthly fee is subject to an inflation adjustment.                                                                                                                                                                                                                                                                            |
| Local Advertising Cooperative Contribution                    | Up to 2% of Gross Volume (Note 3)                                                                                                                                                                    | Third business day of each month for the preceding calendar month | See Item 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest on Late Payments                                     | Interest is highest legal rate for open business credit not to exceed 1.5% per month.                                                                                                                | Payable on demand                                                 | Interest on all past due amounts owed us. Subject to inflation adjustment.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Transfer Fee                                                  | \$5,000 if the Franchise Agreement is transferred to an existing CPR Franchisee, 50% of the most current Initial Franchise Fee if the Franchise Agreement is transferred to a new CPR Franchisee.    | On notification of proposed transfer                              | If we do not approve the transfer, your transfer fee will be returned to you minus our expenses incurred (including legal fees) for review and consideration of the transfer. This fee does not apply to transfers of ownership interests in you to an immediate family member, a transfer to one of your existing owners, or a minority interest transfer of 25% or less. We may waive the transfer fee if we have agreed to reduce or waive the initial franchise fee (in limited circumstances). |
| Initial Training Fee for Additional Persons                   | The initial training fee of \$16,000 covers training for you (or your principal owner) and one (1) manager and one (1) technician. We charge an additional fee of \$1,000 per additional technician. | Before training                                                   | You are responsible for all travel, living, incidental and other expenses and compensation of you and your personnel attending any training program.                                                                                                                                                                                                                                                                                                                                                |
| Additional Assistance at Your CPR Franchise Business (Note 4) | \$500 per day (2 day minimum) plus travel expenses                                                                                                                                                   | As incurred                                                       | Additional charges only incurred for on-site assistance beyond the initial training. (See Item 11).                                                                                                                                                                                                                                                                                                                                                                                                 |
| Insurance                                                     | Will vary by location and policy                                                                                                                                                                     | Monthly                                                           | As set forth in Item 8.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Technology Fee                                                | \$150 per month (with an increase of up to \$200 upon reasonable notice to you)                                                                                                                      | Monthly                                                           | We charge a monthly technology fee of \$150 per month. We reserve the right to increase the technology fee up to \$200 upon reasonable notice to you. We charge the technology fee for technology training, your use of our proprietary software, websites, and other technology services we may obtain on your behalf (this may include monthly dues for RepairQ).                                                                                                                                 |

| Type of Fee                                                             | Amount                                                                                          | Due Date                                        | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Expenses Associated with Upgrading your CPR Franchise Business (Note 5) | \$0 to \$5,000 per year                                                                         | Within 10 days of invoice                       | You must maintain and upgrade your CPR Franchise Business to comply with current requirements. Upgrades may include new equipment, Products, Services, signage, methods of operation and computer hardware and software. If you fail to do so, we may do so on your behalf and for your account and require that you reimburse us. These figures are estimates only, and we cannot guarantee that you will not have additional expenses.                                                                                                                                                                 |
| Audit                                                                   | Cost of audit plus amount of understatement, with 1.5% interest per month on understatement     | Within 5 days after receipt of the audit report | We pay all audit costs unless the audit shows (i) an understatement of at least 2% of Gross Volume (See Note 2) for any month or (ii) that you are using parts or products that infringe on the intellectual property rights of third parties.                                                                                                                                                                                                                                                                                                                                                           |
| Customer Feedback Expenses                                              | Our costs for the customer feedback program, which we estimate will not exceed \$1,000 per year | As incurred                                     | We may institute various programs for verifying customer satisfaction, such as a toll-free number, customer comment cards, marketing research surveys, secret shoppers, “phone phantom” or otherwise, and you will reimburse us for our costs associated with such programs.                                                                                                                                                                                                                                                                                                                             |
| Late Payment or Reporting Fee                                           | \$25 per day                                                                                    | Daily                                           | If you fail to pay Royalties when due or fail to submit Royalty reports monthly as required, we may charge you \$25 per day until the payment or report is received. We may deny access to any and all programs and/or services to franchisees who are in default of any monetary obligations to us.                                                                                                                                                                                                                                                                                                     |
| Costs and Attorney’s Fees                                               | Will vary under circumstances                                                                   | As incurred                                     | You must reimburse us if we are the prevailing party.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Indemnification                                                         | Will vary under circumstances                                                                   | As incurred                                     | You must reimburse us if we are held liable or incur legal costs from claims related to the Franchise Agreement or our relationship.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Non-Sufficient Funds Fee                                                | \$25 per instance                                                                               | As incurred                                     | If an attempt to process fees from your account is denied due to insufficient funds, we may charge your account a non-sufficient funds fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Early Termination Fee                                                   | Will vary under circumstances                                                                   | Upon early termination                          | If the Franchise Agreement is terminated prior to its expiration, you will pay damages equal to two years of minimum monthly Royalty Fees that would have become due to us from the date of termination for a period of two (2) years, or until the scheduled expiration date of the Franchise Agreement, whichever is shorter (“Termination Remedy”). If the Termination Remedy is not paid to us in a timely manner, for every thirty days thereafter that it remains unpaid, the Termination Remedy owed to us will increase by an amount equating to one month’s Royalty Fees and NAF contributions. |

## NOTES:

1. Except where noted, all fees are collected by and payable to us. All fees are non-refundable unless otherwise noted. All fees may not be uniform among all franchisees. You must participate in our electronic funds transfer program which authorizes us to utilize a pre-authorized bank draft system. We can set off from any amounts that may be owed to you any amount that you owe to us or our affiliates.
2. "Gross Volume" includes all receipts from all of your sales (a) by, at or in connection with your CPR Franchise Business, (b) which relate to the type of goods or services available now or in the future through your CPR Franchise Business and/or distributed in association with the Marks or your CPR Franchise Business, and/or (c) any co-branding activities. Gross Volume does not include billings which have not been collected. Gross Volume includes payments received by credit card, with no deduction for credit card or other charges. Gross Volume does not include customer refunds, or any taxes paid to any federal, state, municipal or other governmental authority. We reserve the right to require separate Gross Volume tracking and reporting.
3. If you choose to participate in the National Accounts program, we may charge you an administrative fee, which will not exceed 6.5% of your Gross Volume derived from National Accounts (i.e., K-12 programs, warranty programs, OEM programs, etc.). Such fees will be used by us to provide certain support services for such National Accounts.
4. Ongoing assistance by telephone is included. We will charge you this fee only if you require additional assistance at the location of your CPR Franchise Business. Fees for additional assistance can be increased or decreased by us at any time.
5. You must maintain and upgrade your CPR Franchise Business to comply with current requirements. Upgrades may include new equipment, Products, Services, signage, methods of operation, and computer hardware and software. These figures are estimates only and we cannot guarantee that you will not have additional expenses. All costs for upgrades may be payable to us.

## ITEM 7

### ESTIMATED INITIAL INVESTMENT

#### **MULTI-STORE DEVELOPMENT AGREEMENT YOUR ESTIMATED INITIAL INVESTMENT**

| Type of Expenditure (Note 1)            | Amount<br>(Low - High) |                 | Method of<br>Payment | When Due                                                    | To Whom Payment<br>is to be Made |
|-----------------------------------------|------------------------|-----------------|----------------------|-------------------------------------------------------------|----------------------------------|
| Initial Development Fee (Note 2)        | \$39,900               | \$54,900        | Lump Sum             | Upon Signing the<br>Multi-Store<br>Development<br>Agreement | Us                               |
| Additional Funds (3 months)<br>(Note 3) | \$0                    | \$0             | Not applicable       | Not applicable                                              | Not applicable                   |
| <b>TOTAL (Note 10)</b>                  | <b>\$39,900</b>        | <b>\$54,900</b> |                      |                                                             |                                  |

1. This fee is not refundable under any circumstances.
2. You must pay an initial development fee of \$39,900 for the first 5 CPR Franchise Businesses to be developed under the Multi-Store Development Agreement and an additional \$5,000 for each subsequent CPR Franchise Business to be developed beyond the first 5. This range provides for the first 5 CPR Franchise Businesses on the low end plus an additional three CPR Franchise Businesses on the high end. Your range may differ depending on the number of CPR Franchise Businesses you develop beyond the first 5.
3. Based on our and our affiliates' years of business experience in selling CPR Franchise Businesses, we estimate that you will not require any additional funds for the first three months of operating under the MSD Program. However, you will incur fees and expenses in opening each CPR Franchise Business you commit to under the Franchise Agreement. Those additional funds are provided in the table below reflecting the investment necessary to commence operation of a CPR Franchise Business.

**FRANCHISE AGREEMENT  
YOUR ESTIMATED INITIAL INVESTMENT**

| <b>Type of Expenditure (Note 1)</b>     | <b>Amount<br/>(Low - High)</b> |          | <b>Method of<br/>Payment</b> | <b>When Due</b>                           | <b>To Whom Payment<br/>is to be Made</b> |
|-----------------------------------------|--------------------------------|----------|------------------------------|-------------------------------------------|------------------------------------------|
| Initial Franchise Fee (Note 2)          | \$19,900                       | \$19,900 | Lump Sum                     | Upon Signing the Franchise Agreement      | Us                                       |
| Tools, Supplies and Equipment           | \$4,000                        | \$25,000 | Lump Sum                     | Prior to Attending Initial Training       | Vendors                                  |
| Training Devices                        | \$500                          | \$4,500  | Lump Sum                     | Prior to Attending Initial Training       | Vendors                                  |
| Case Ready Devices                      | \$3,000                        | \$10,000 | Lump Sum                     | Prior to Attending Initial Training       | Vendors                                  |
| Inventory – Parts                       | \$40,000                       | \$70,000 | Lump Sum                     | Prior to Attending Training               | Vendors                                  |
| Inventory – Accessories                 | \$10,000                       | \$20,000 | Lump Sum                     | Prior to Attending Training               | Vendors                                  |
| Furniture, Fixture and Graphics Package | \$5,000                        | \$20,000 | Lump Sum                     | Prior to Attending Training               | Vendors                                  |
| Training Fee (Note 3)                   | \$0                            | \$16,000 | Lump Sum                     | Prior to Attending Training               | Us                                       |
| Training: Travel Expenses (Note 4)      | \$0                            | \$5,000  | Lump Sum                     | Before Attending Initial Training Program | Airlines, Hotels, and Vendors            |
| Legal and Accounting (Note 5)           | \$0                            | \$1,000  | As Required                  | As Required                               | Attorney, CPA, State Regulatory Agencies |
| Business Licenses and Permits           | \$350                          | \$2,000  | As Required                  | As Required                               | Local Agency                             |
| Insurance – 3 Months (Note 6)           | \$2,000                        | \$4,000  | As Arranged                  | As Incurred                               | Insurance Company                        |
| Rent – 3 Months (Note 7)                | \$3,000                        | \$18,000 | As Arranged                  | Monthly                                   | Landlord                                 |
| Leasehold Improvements (Note 8)         | \$0                            | \$40,000 | As Arranged                  | Prior to Opening                          | Authorized Suppliers                     |



|                                                                                                          |                  |                  |                          |                  |                       |
|----------------------------------------------------------------------------------------------------------|------------------|------------------|--------------------------|------------------|-----------------------|
| Retail Equipment (e.g., TV's, computers, security cameras, etc.), Computer System & Promotional Supplies | \$1,000          | \$10,000         | Lump Sum or As Arranged  | Prior to Opening | Vendors               |
| External Signage                                                                                         | \$3,000          | \$10,000         | As Determined by Vendors | Prior to Opening | Vendors               |
| Grand Opening (Note 9)                                                                                   | \$3,000          | \$10,000         | As Determined by Vendors | As Incurred      | Vendors               |
| Marketing                                                                                                | \$5,000          | \$5,000          | Lump Sum                 | As Incurred      | Vendors               |
| Additional Funds - 3 months (Note 10)                                                                    | \$5,000          | \$20,000         | As Incurred              | As Incurred      | Employees and Vendors |
| <b>TOTAL (Note 11)</b>                                                                                   | <b>\$104,750</b> | <b>\$310,400</b> |                          |                  |                       |

**NOTES:**

1. None of the fees payable to us are refundable under any circumstances.
2. The initial franchise fee for your first CPR Franchise Business is \$19,900. However, if you are converting your existing mobile repair business into a new CPR Franchise Business under the SCP Program, setting up a new CPR Franchise Business under the Growth Program or the SAVE Program, acquiring an existing CPR Franchise Business under the SAVE Program, or signing a Franchise Agreement under the MSD Program, your initial franchise fee will be waived.
3. We will provide you and your manager (or your principal owner) with approximately 4 days of operational classroom training at the Nashville Training Center and you and 1 of your technicians with 3 days of technical training at the Cleveland Training Center. After you and at least 1 technician have successfully completed training at our Cleveland Training Center, and prior to you opening your CPR Franchise Business, we will provide you with an additional 4 days of virtual training. Virtual training will be scheduled based on trainer availability. In addition, if you are opening your first CPR Franchise Business (not converting an existing repair business), we will provide you with approximately 3 days of in-store training at your CPR Franchise Business within the first 12 months you are open and operating. If you are converting your existing repair business into a CPR Franchise Business, we will provide you with approximately 2 days of in-store training at your CPR Franchise Business within the first 12 months you are open and operating.

All training may be conducted at an alternate location or virtually. You are only required to pay this training fee, and we are only required to provide the initial training, in connection with the first CPR Franchise Business developed by you or your affiliates. The low end of this range assumes that based on your experience, we determined that you do not require any initial training or your CPR Franchise Business was developed under the Growth Program or SAVE Program. We will reduce the training fee to \$5,000 for your CPR Franchise Business that was developed under the SCP Program. Upon your request, we will send someone to train you at your Cell Phone Repair location (subject to our approval). After training is completed, a member of the corporate team will begin providing you with eight (8) weeks of ongoing coaching calls. You will incur an additional \$1,000 per technician you send to training beyond the initial technician.

4. The amount shown is to cover all travel expenses for you and your employees.
5. This fee covers the fees associated with hiring a CPA or attorney to assist you with reviewing the Disclosure Document.



6. You must purchase insurance coverage in the types and amounts we require from the carriers approved by us covering various risks associated with your CPR Franchise Business. We may alter the required types and coverage amounts at any time. The figures above are an estimate of insurance costs for the first 3 months of operation. The cost of insurance coverage can vary from state to state and from city to city. Premiums are affected by experience rating, location, nature of business, business organization and many other factors. As part of your due diligence in analyzing your expenses, you should obtain insurance premium quotes available in your location.
7. You must own or lease a Site for your CPR Store that has been approved by us. Typical locations for Sites are commercial centers, light industrial areas or commercial streets with heavy traffic, though we recommend that your Site be located within the same shopping plaza as a wireless communications store. A Site may be as small as 700 square feet, although the typical size for a Site is 1,200 square feet. The terms and conditions of all agreements relating to the purchase, lease, and alteration of the Site will be negotiated solely by you. This estimate includes 3 months of rent; however, the costs will vary widely and may be significantly higher than projected in this table depending on such factors as property location, population density, economic climate, prevailing interest rates and other financing costs, conditions of the property and extent of alterations required for the property. You should investigate all of these costs in the area where you wish to establish a store. If you are leasing the Site, we may require that your lease to contain an option whereby we may assume the lease and continue operate the CPR Store in the event your Franchise Agreement is terminated by you or us prior to the end of its term.
8. This amount estimates the costs related to flooring, installing tech benches and slat walls. Additional leasehold improvements may be required. The \$0 amount included in the low fee range amount represents a situation where leasehold improvements are expected to be over \$20,000, in which case such expenses should be amortized into the cost of the rent in the Lease.
9. You will be required to spend at least \$3,000 in grand opening marketing within 90 days of opening your CPR Franchise Business. We will provide guidelines for the creation of marketing materials. We may request copies of paid vendor invoices.
10. This amount estimates the additional funds necessary to cover operating expenses, including maintenance, supplies, payroll, utilities, taxes, loan payments and other expenses during the first 3 months of operation to the extent that revenues do not cover business costs. This estimate does not include any salary for you (or your principal owner). You may need more funds during the 3 months of initial operations or afterwards. This 3-month period covers the time by which most franchisees are fully in operation but does not mean that you will have reached “break-even” or any other financial position by that time. In addition, the estimates presented relate only to costs associated with the CPR Franchise Business and do not cover any personal or other expenses you may have. If you are converting an existing mobile repair business to a CPR Franchise Business, you may need additional funds to rebrand your existing mobile device repair business to a CPR Franchise Business. The costs for such rebranding will vary but will depend on the current state of your business including the signage, flooring, layout, etc. of the existing business.
11. Except as mentioned above, if you develop multiple Designated Areas, you will incur the costs described in the chart for every Designated Area developed.

We relied on our franchisees’ and affiliates’ experience in operating CPR Franchise Businesses or similar operations in the industry to prepare the figures in this chart. You should review these figures carefully with a business advisor (such as an accountant) before making any decision to purchase the franchise. Except as otherwise described in this Item 7 or in Item 10, we do not

offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depends on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

Since costs can vary with each franchise, we strongly recommend that before you buy a franchise or make any commitments, you (1) obtain from third-party vendors and your accountant independent estimates of the costs which would apply to your proposed establishment and continued operation of a CPR Franchise Business, (2) discuss with current Cell Phone Repair franchisees their economic experiences (including initial costs) in opening and operating a CPR Franchise Business, and (3) carefully evaluate the adequacy of your total financial reserves.

## **ITEM 8**

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

We require that you establish and operate your CPR Franchise Business in compliance with your Franchise Agreement. You must strictly follow our specifications in the Operations Manual we provide to you or in other written materials from us (collectively, the “Manuals”), which we may periodically modify, and which may be in print or electronic format. We reserve the right to require you to use an electronic version of the Manuals and use an Internet or Intranet site maintained by us. The Manuals are considered our confidential information, and you must use them in compliance with the confidentiality restrictions in the Franchise Agreement. The Manuals may regulate, among other things, insurance policies, equipment, participation in marketing research, the Computer System (defined in Item 11) reporting requirements, supplies, store layout and build-out specifications, vehicle specifications, interior and exterior signage and designs, Products and Services you must offer at your CPR Franchise Business, inventory requirements, listings of designated and approved suppliers, criteria for approving suppliers, and other items. You must discontinue selling any products or services that we at any time decide to disapprove in writing.

You must, at your expense, construct, convert, design and decorate the Site in accordance with our plans and specifications. You must obtain our written consent for any improvements to the Site before construction begins. Currently, you must purchase posters, graphics, and interior decorating materials (referred to as our graphics package), the Products, computer hardware and software, and sales materials for your CPR Franchise Business from our designated or approved suppliers. We have currently designated an exclusive supplier for screen protection solutions from glass, plastic film, tempered glass and liquid glass solutions. We reserve the right to designate another supplier as the exclusive supplier of such products.

We currently designate two exclusive suppliers of certain repair parts for cell phones and mobile devices. We reserve the right to designate other suppliers as the exclusive suppliers of repair parts for cell phones and mobile devices or designate exclusive supplier for certain repair parts.

You must obtain your initial training from us for a fee described in Items 5 and 7. You must also purchase your initial opening equipment, repair parts, hand tools, repair-related equipment, repair supplies, window graphics, point-of-sale equipment, supplies, front display counters and Product inventory from our approved vendors (if applicable to the Designated Area Market you choose).

You must purchase construction materials, fixtures, flooring, furniture, lighting fixtures, signage, or supplies that are used in the build-out of your CPR Franchise Business from a vendor that we approve under the process specified above. We reserve the right to require that you purchase other goods and services from suppliers that we approve or designate in the future. Currently, we do not require you to purchase any products or services from us or our affiliates, but we may require you to do so in the future by notifying you of such requirement.

If you participate in a National Account Program, you may be required to purchase required tools and equipment for the program from a supplier we or the account holder designate. Collectively, the purchases and leases you obtain according to our specifications or from approved or designated suppliers represent approximately 70% to 85% of your total purchases in connection with the establishment of your CPR Franchise Business and approximately 50% to 80% of your ongoing operating expenses of your CPR Franchise Business.

During the fiscal year ended December 31, 2024, we did not receive revenue or rebates from third parties based on franchisee purchases. However, we reserve the right to do so in the future. Franchisees had the option to purchase certain mobile devices on the auction platform of our affiliate, Hyla Mobile, Inc. In 2024, Hyla Mobile, Inc.'s revenue for device sales to CPR franchisees was \$567,276.

None of the officers of SOSI, our parent company (as CPR does not have officers), own an interest in our required suppliers. We do not have any purchasing or distribution cooperatives as of the date of this Disclosure Document. We may negotiate purchase arrangements with other suppliers and distributors for the benefit of our franchisees in the future. Currently, we do not receive rebates or volume discounts.

If you elect to participate in select marketing campaigns that we offer to franchisees, you will utilize offers and communications that have been approved by us and utilize discounts and offers that are required for participation.

If you would like to purchase items from a supplier we have not approved, you may request and submit a "Supplier Approval Criteria and Request Form" to us for approval. We may approve or disapprove other suppliers of required purchases if they meet the specifications in the Manuals. Based on the information and samples you supply to us, we will test the items under consideration and review the proposed supplier's business reputation, delivery performance, credit rating and other information. There is no cost to you for this review. We expect to complete our review and advise you of our decision within 30 days after you submit the required information. We reserve the right to disapprove any previously approved supplier whose performance falls below our standards. We will make any approvals of new suppliers. If we have already designated an exclusive supplier, it is unlikely we will approve an alternative supplier.

We reserve the right to sell additional products, equipment, supplies, and services to franchisees and to derive revenue from such sales.

## **Insurance**

You will maintain in force, at your own expense, the insurance coverages and limits that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages, as outlined below, are not intended to take the place of competent advice from a qualified insurance agent, attorney, or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance coverage will designate us, as provided in the Operations Manual, and any parent

or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this. Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

As part of your decision-making process and due diligence, you should obtain insurance premium quotes in order to analyze and understand your anticipated expense in order to comply with the required minimum insurance coverage requirements, which are as follows:

- **Workers' Compensation Insurance**

Workers' Compensation insurance to the extent required by applicable laws and Employer's Liability insurance coverage of at least \$250,000 for bodily injury by accident and at least \$250,000 for bodily injury by disease, with an aggregate of at least \$250,000. This insurance will include waiver of subrogation clauses.

- **Commercial General Liability Insurance**

Commercial General Liability Insurance, including coverage for Bodily Injury (including coverage for assault and battery) and Property Damage (including Products and Completed Operations coverage), and for Personal and Advertising Injury liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and a Products and Completed Operations aggregate of \$2,000,000. Coverage will be on an occurrence basis with defense costs outside the limits of insurance and will include a fee for additional insured status to include MMI-CPR, LLC and its parents and affiliates as additional insureds for ongoing and completed operations, will provide cross-liability coverage, and will apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to MMI-CPR, LLC and its parents and affiliates. This insurance will include waiver of subrogation clauses.

- **Commercial Auto Liability Insurance**

In the event a motor vehicle is to be used in the operation of the CPR Franchise Business, you will purchase and maintain Commercial Automobile Liability Insurance covering liability arising out of any auto (owned, hired, leased, rented, borrowed, and non-owned) with a combined single limit of not less than \$1,000,000. This coverage will include MMI-CPR, LLC and its parents and affiliates as additional insureds ("Additional Insureds"), will provide cross-liability coverage, and will apply on a primary basis and without any right of contribution from any insurance carried by or providing coverage to the Additional Insureds. This insurance will include waiver of subrogation clauses and/or endorsements pursuant to which each insurance company will waive its right of subrogation against the Additional Insureds.

## **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.**

| <b>Obligation</b>                                        | <b>Section in Franchise Agreement and Multi-Store Development Agreement ("MSDA")</b> | <b>Disclosure Document Item</b> |
|----------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------|
| a. Site selection and acquisition/lease Required Vehicle | Franchise Agreement:<br>6.1-6.2<br><br>MSDA: Not Applicable                          | 11                              |

| Obligation                                                  | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Disclosure Document Item |
|-------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------|
| b. Pre-opening purchases/leases Starter Package             | Franchise Agreement:<br>5.5, 6.3, 6.4, 7.2<br>MSDA: 3.4                       | 5, 7, 8                  |
| c. Site development and other pre-opening requirements      | Franchise Agreement:<br>6.3, 6.4, 7.5<br>MSDA: 1.1, 3                         | 7                        |
| d. Initial and ongoing training                             | Franchise Agreement:<br>5.2, 7.6, 7.9, 10.2-10.4<br>MSDA: Not Applicable      | 6, 7, 11                 |
| e. Opening                                                  | Franchise Agreement:<br>6<br>MSDA: 3.1                                        | 7, 11                    |
| f. Fees                                                     | Franchise Agreement:<br>5, 11.1-11.2<br>MSDA: 2.1                             | 5, 6, 7                  |
| g. Compliance with standards and policies /operating manual | Franchise Agreement:<br>3.1, 7.1, 7.4, 10.1, 11<br>MSDA: Not Applicable       | 8, 11                    |
| h. Trademarks and proprietary information                   | Franchise Agreement:<br>3.1, 7.3, 11.5, 15<br>MSDA: Not Applicable            | 13                       |
| i. Restrictions on products/services offered                | Franchise Agreement:<br>1.1, 7.2, 7.12<br>MSDA: Not Applicable                | 8, 16                    |
| j. Warranty and customer service requirements               | Franchise Agreement:<br>7.8, 8<br>MSDA: Not Applicable                        | Not Applicable           |
| k. Territorial development and sales quotas                 | Franchise Agreement:<br>3.1, 4.1-4.2<br>MSDA: 1.1, 3.1                        | 12                       |
| l. On-going product/service purchases                       | Franchise Agreement:<br>7.2, 7.5<br>MSDA: 3.6                                 | 8                        |

| Obligation                                              | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Disclosure Document Item |
|---------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------|
| m. Maintenance, appearance, and remodeling requirements | Franchise Agreement: 7.1, 7.4, 11.2-11.3<br>MSDA: Not Applicable              | 6, 17                    |
| n. Insurance                                            | Franchise Agreement: 7.7<br>MSDA: Not Applicable                              | 7, 8                     |
| o. Advertising                                          | Franchise Agreement: 5.4, 7.3, 9<br>MSDA: Not Applicable                      | 6, 11                    |
| p. Indemnification                                      | Franchise Agreement: 13.1<br>MSDA: 7.2                                        | Not Applicable           |
| q. Owner's participation/management/staffing            | Franchise Agreement: 7.6<br>MSDA: Not Applicable                              | 15                       |
| r. Records and reports                                  | Franchise Agreement: 12<br>MSDA: Not Applicable                               | 11                       |
| s. Inspections and audits                               | Franchise Agreement: 7.8, 12.2<br>MSDA: Not Applicable                        | 6                        |
| t. Transfer                                             | Franchise Agreement: 16<br>MSDA: 5                                            | 6, 17                    |
| u. Renewal                                              | Franchise Agreement: 17<br>MSDA: Not Applicable                               | 6, 17                    |
| v. Post-termination obligations                         | Franchise Agreement: 14.2, 19<br>MSDA: 4.4, 6.2, 8.15                         | 17                       |
| w. Non-competition covenants                            | Franchise Agreement: 14<br>MSDA: 6                                            | 17                       |

| Obligation            | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Disclosure Document Item |
|-----------------------|-------------------------------------------------------------------------------|--------------------------|
| x. Dispute resolution | Franchise Agreement:<br>20, 21<br><br>MSDA: 8.1                               | 17                       |
| y. Guarantee          | Franchise Agreement:<br>Schedule 5<br><br>MSDA: Not Applicable                | Not Applicable           |

## **ITEM 10** **FINANCING**

If you are purchasing your first CPR Franchise Business or are purchasing a CPR Franchise Business under the SCP or GROWTH Programs, you will be eligible to receive fixtures, tools, and equipment from us valued at up to \$20,000.

We will place orders for fixtures, tools, and equipment directly with our approved supplier. We will then pay the vendor directly for the fixtures, tools, and equipment. You will be required to reimburse us for the purchase of approved fixtures, tools, and equipment if your CPR Franchise Business does not remain open and operating the entire term of the Franchise Agreement. In the event the Franchise Agreement for the CPR Franchise Business is terminated at any point, you will be required to pay us a pro-rated amount corresponding to the amount of time remaining on the term of the Franchise Agreement for which you received funding. By way of example, if your Franchise Agreement terminates at the beginning of year five (i.e., after 48 months) and we purchased fixtures, tools, and equipment for you valued at \$20,000, you will be required to pay to us an amount equal to \$4,000 (i.e.,  $(20,000/5) \times 1$ ). You will be required to execute the Agreement for Approved Fixtures, Tools, and Equipment Funding. See [Exhibit A-4](#).

In order to qualify to receive fixtures, tools, and equipment from us valued at up to \$20,000, you must be in full compliance with your existing CPR Franchise Agreements and participating in all National Accounts. New franchisees converting their existing repair business into a CPR Franchise Business under the SCP Program will qualify only if their existing repair business has monthly revenue of at least \$18,000 and a current Google business rating higher than 4.0. You will be required to execute the Agreement for Approved Fixtures, Tools, and Equipment Funding. See [Exhibit A-4](#).

Existing franchisees purchasing a CPR Franchise Business under the SAVE Program will be eligible to receive from us up to \$10,000 for approved fixtures and equipment to be used at the existing CPR Franchise Business they are purchasing. You will place orders for fixtures and equipment directly from our approved supplier within 30 days of executing the Franchise Agreement for the CPR Franchise Business purchased under the SAVE Program. We will then pay the vendor directly for the fixtures up to \$10,000. You will not be required to reimburse us for the purchase of the approved fixtures and equipment, provided your CPR Franchise Business remains open and operating during the entire term of the Franchise Agreement. In the event the Franchise Agreement for your CPR Franchise Business is terminated at any point during the term of the Franchise Agreement, you will be required to pay us a pro-rated amount corresponding to the amount of time remaining on the term of the Franchise Agreement. By way of example, if your Franchise Agreement terminates at the beginning of year five (i.e., after 48 months) and you received \$10,000 from us for approved fixtures, you will be required to pay to us \$2,000 for the fixtures. In order to qualify, existing



franchisees must be approved by us, be in full compliance with all existing Franchise Agreements, and must be participating in all national account programs. You will be required to execute the Agreement for Approved Fixtures. See Exhibit A-5.

To the extent not waived, each owner of the franchisee will be responsible for the repayment of the financial assistance provided by us. The agreements related to the financial assistance described in this Item 10 do not require you to waive any defense or any legal right (except waiver of jury trial or class actions) against us. We do not intend to sell, assign, or discount to any third party, except to our successor, our rights under the agreements related to the financial assistance described in this Item 10. Neither we nor our affiliates receive any consideration from any third party for providing the financing to you.

Except as described above, we do not offer any other direct or indirect financing or guarantee your lease or other obligations.

## **ITEM 11**

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

**Except as listed below, CPR is not required to provide you with any assistance.**

#### **Pre-Opening Assistance**

Before you open your CPR Franchise Business, we (or a representative we designate) will:

(1) Assist you with locating the Site for your CPR Franchise Business by providing you with written criteria for a potentially acceptable site. We will review and accept or not accept the Site of your CPR Franchise Business. An acceptable site includes a location that is within your designated territory, and meets the then-current criteria required by us, including, but not limited to, square footage, surrounding businesses, and location. Once you have submitted a proposed site to us and have provided us with all information we require regarding the site, we will take no more than 45 days to either approve or deny approval of your proposed Site. If we do not consider your proposed Site acceptable, you may submit additional sites for us to consider. We do not generally own the premises franchisees lease for your CPR Franchise Businesses. However, we may request that your lease contains an option for us to assume the lease in the event your Franchise Agreement terminates prior to its' expiration. When determining whether to accept a site for a CPR Franchise Business, we consider several factors including, but not limited to, the location of the site, the proximity to wireless carriers, traffic patterns, and visibility of the site. (see Sections 6.1 and 6.2 of the Franchise Agreement). If we cannot agree on a site and you do not open your CPR Franchise Business within 6 months after you have signed the Franchise Agreement, the Franchise Agreement will be terminated, and your initial franchise fee will not be refunded.

(2) Provide you with our standards and specifications for the build-out, fixtures, décor and design of your CPR Franchise Business. We will assist in the development and planning of any construction or remodeling with respect to sign specification, colors, and layout and design, though you are responsible for all development costs. (See Section 6.3 of the Franchise Agreement)

(3) Provide assistance with ordering the initial equipment, signs, fixtures, opening inventory and supplies. We will provide you with a list of the names of approved suppliers and written specifications for these items. We do not deliver or install any of the items. (See Sections 6.3, 7.1 and 7.2 of the Franchise Agreement)

(4) Furnish advice and guidance to you regarding your grand opening advertising. (See Section 9.3 of the Franchise Agreement.)

(5) Provide you with a copy of the Manual. The table of contents of our current Operations Manual is attached as Exhibit J of this Disclosure Document. Our Operations Manual currently contains 85 pages. (See Section 10.1 of the Franchise Agreement.)

(6) Provide you with advice and information we consider reasonably appropriate to assist you with all procedures associated with the System; marketing and advertising; management and administration; use of the Marks; and the use and application of the Products and Services. (See Section 10.4 of the Franchise Agreement.)

(7) Provide you with initial training. Our initial training program is described below. (See Section 10.2 of the Franchise Agreement). Initial training focuses on store operations.

### **Post-Opening Assistance**

After you open your CPR Franchise Business, we (or a Representative we designate) will:

(1) Provide you with ongoing training (at a location we designate) at your written request or if we believe ongoing training is necessary. (See Section 10.3 of the Franchise Agreement)

(2) Refer Service inquiries received from prospective customers in your Designated Area. (See Section 8.3 of the Franchise Agreement)

(3) Offer you a reasonable amount of continuing advisory services via telephone during normal business hours. (See Section 10.4 of the Franchise Agreement)

(4) Include information about your CPR Franchise Business on the Cell Phone Repair website. (See Section 8.4 of the Franchise Agreement).

Some or all of the assistance and related obligations which we are required to provide to you under the Franchise Agreement may be provided by third party designees. We have entered into agreements with such third-party designees to provide management and operational support services to you on our behalf.

### **Typical Length of Time to Open or Convert Your Business**

The typical length of time between the signing of the Franchise Agreement and opening your first CPR Franchise Business or converting an existing repair business into a CPR Franchise Business is 120 days. The factors that affect this time include the ability to obtain a building or lease, obtain permits, lease or purchase a vehicle, complete training, obtain financing, and complete renovations, comply with zoning and local ordinances, as well as handling possible delays associated with weather conditions, shortages and supply chain issues, and the installation of equipment, fixtures and signs. You must open your CPR Franchise Business within 6 months after signing the Franchise Agreement.

## **Computer Systems**

You must purchase, use, maintain and update computer hardware, software, point-of-sale systems and other systems meeting our specifications as we may periodically modify them (the “Computer System”). We currently require that you use the RepairQ point of sale (POS) system and the catalogue of repair parts which is utilized by such POS system (although the specific POS system used is subject to change). You may purchase all other software and hardware from the vendor of your choice so long as it meets our minimum specifications as outlined in the Operations Manual, though we reserve the right to require you to use one or more suppliers approved by us at any point in the future. We estimate the initial cost to purchase the Computer System to be approximately \$800 to \$3,300.

Our current computer hardware requirements:

- PC: IBM Compatible
- Flat Screen (Plasma) Monitor
- Printer
- Scanner
- Cash drawer and POS printer

Software Requirements:

- CPR’s Customized Point-of-Sale System Software (to be installed on RepairQ POS System)
- Microsoft Word, Outlook and Excel
- Adobe Reader
- Listen360
- RepairQ accounting and reporting system (subject to change)

We may modify the specifications for and components of the Computer System, which may include, but is not limited to, the purchase and use of a credit card processor. We may require you to purchase, lease and/or license new components of the Computer System. We currently provide you with our proprietary and customized point-of-sale software. We currently charge a technology fee of \$150 per month and reserve the right to increase such technology fee for technology training, your use of our proprietary software, websites, and other technology services we provide or obtain on your behalf (currently, this includes monthly dues for RepairQ). You may obtain additional services and products from RepairQ for an additional fee. You must utilize the technology services as we mandate in the Operations Manual, and such required technology services are subject to change periodically (e.g., RepairQ).

You must maintain your systems online. We will have independent access to the information stored in your Computer System, including your customer database. We have the right to access this information at any time, and there is no limitation on our right to do so. If your CPR Store is located within an Area Representative’s Granted Territory, they may also have access to this information. You agree to comply with our then-current Terms of Use and Privacy Policies as detailed in the Operations Manual.

You must pay all costs in connection with obtaining, maintaining, and upgrading the POS System (and additions, modifications, maintenance, or support) we require, including Internet usage fees. Within 60 days after you receive notice from us, you must obtain, install, and use the components of the Computer System that we designate. We have the right to charge a reasonable fee for the license, modification, maintenance, or support of proprietary software that we may license to you and other goods and services that we or any affiliates (if any) furnish to you related to the computer and other systems. There are no contractual limitations on the frequency and cost of maintenance, upgrades and/or updates to the Computer System, but we estimate the cost to be no more than \$1,500 per year.

## **Advertising**

### **Local Marketing and Local Advertising Expenditure**

Each calendar quarter, all CPR Franchise Businesses are required to spend at least 2% of their Gross Volume (the “Local Advertising Expenditure”) to advertise and promote their CPR Franchise Business (including the costs of online advertising). We reserve the right to request an accounting of your Local Advertising Expenditure, which may include copies of invoices describing advertising expenses paid, to evaluate your compliance with this requirement.

Your advertising must be in good taste and conform to ethical and legal standards. You must submit to us, for our approval, samples of all advertising and promotional materials for any media. You will not use any advertising or promotional materials or programs disapproved by us. We can require that a brief statement regarding the availability of CPR Franchise Business franchises be included in advertising used by you and/or that brochures regarding the purchase of CPR Franchise Business franchises be displayed in your CPR Franchise Business.

Your right to use the Internet and/or World Wide Web in the marketing and operation of your CPR Franchise Business is limited to your restricted participation in the Cell Phone Repair website and any other use of electronic media we authorize in our Manuals. You must use e-mail addresses for your CPR Franchise Business that we provide under our domain name. You cannot establish any independent website, domain name, social media account, e-mail address or other presence for use with your CPR Franchise Business, unless we give permission in writing. You must comply with the Manuals and any other specifications we give to you regarding your use of the Internet, World Wide Web or other electronic media in connection with your CPR Franchise Business. You must use your own social networking websites (such as LinkedIn, Facebook, or YouTube) in the operation of your CPR Franchise Business, post messages relating to your CPR Franchise Business on other websites, and utilize Internet directories, all in accordance with our guidelines. We reserve the right to require our approval of any message you compose for a social networking website or any other website before you post such message. We also reserve the right to revoke your approval to use any website in connection with your CPR Franchise Business, including social networking websites, at any time.

### **Local Advertising Cooperatives**

Although we have not done so, we may establish a local advertising cooperative (“LAC”) in geographical areas in which two (2) or more CPR Franchise Businesses are operating. The LAC members in any area will include all franchisees, as applicable, in such area. Each LAC will be organized and governed in the same form and manner and begin operating on a date that we determine in advance. We may change, dissolve and merge LACs at any time. Each LAC's purpose is, with our approval, to administer advertising programs and develop advertising, marketing, and promotional materials for the area that the LAC covers. When we establish a LAC for the geographic area in which your CPR Franchise Business is located, you agree to sign the documents we require to become a member of the LAC and to participate in the LAC as those documents require.

If we establish a LAC in your geographic area, you must contribute to the LAC as required by the members of such LAC; but your contribution will not exceed 2% of your Gross Volume. We will credit your contributions to a LAC against your Local Advertising Expenditure. Any CPR Franchise Business owned by us located within the boundaries of the LAC will contribute to the LAC in the same form and manner as all franchisees. Your LAC contribution is payable in the same manner as your NAF contribution (as described below). These contributions may be established and adjusted based on the provisions of the by-

laws adopted by the LAC, subject to our approval. You will pay these monies to us electronically and we will remit them periodically to the LAC.

Each CPR Franchise Business located in the area of the LAC's area will have 1 vote. The LAC may not use any advertising, marketing or promotional plans or materials without our prior written consent. We agree to assist in the formulation of marketing plans and programs, which will be implemented under the direction of the LAC. You acknowledge and agree that, subject to our approval, the LAC will have authority to decide the creative concepts, materials and endorsements used by it. You agree that the LAC assessments may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for CPR Franchise Businesses in your area of the country; purchasing direct mail and other media advertising for CPR Franchise Businesses in that area of the country; and implementing direct sales programs, and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs in CPR Franchise Businesses in your area of the country.

The monies collected by us on behalf of a LAC will be accounted for separately from all our other payments we receive under the terms of the Franchise Agreement and will not be used to defray any of our general operating expenses. You agree to submit to us and the LAC any reports that we or the LAC require.

You understand and acknowledge that your CPR Franchise Business may not benefit directly or in proportion to its contribution to the LAC from the development and placement of advertising and the development of marketing materials. We will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the LAC on behalf of and at the expense of the LAC and to forgive, waive, settle, and compromise all claims by or against the LAC. Except as otherwise provided, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the LAC.

### National Advertising Fund

We currently have a national advertising fund (the "NAF") to promote CPR Franchise Businesses and our Marks in the United States and Canada. The current NAF contribution is \$285 per month per CPR Franchise Business. The contribution is due within 3 days after the end of each calendar month. The monthly fee is subject to an inflation adjustment. All franchisees must contribute to the NAF. In the future, we reserve the right to charge up to 2% of Gross Volume as your monthly NAF contribution. All CPR Franchise Businesses owned by us will be required to contribute to the NAF on the same basis as franchisees. However, we have no obligation to ensure that expenditures by the NAF will benefit any franchisee directly, indirectly or in proportion to the franchisee's contribution to the NAF. We reserve the right to initiate a separate advertising fund for CPR Franchise Businesses operating in the United States as CPR franchisees from Canada currently contribute to the NAF as well.

The NAF may place advertising in any media, and we anticipate the coverage currently will be local and regional in scope, although we reserve the right to do national advertising in the future. We or our affiliates may prepare advertising and we may employ outside advertising agencies. If all monies in the NAF are not spent in the current fiscal year, funds are carried over for use in the next fiscal year.

All matters relating to the NAF operations, marketing, or other matters (consistent with its purposes and the provisions of the franchise agreements) will be determined by us. The NAF may be used for (among other things) creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the Internet (e.g., pay-per-click advertising); administration expenses; brand/image campaigns; media; national, regional and other marketing programs; activities to

promote current and/or future CPR Franchise Businesses and the Marks; agency and consulting services; research; and any expenses approved by us and associated with any franchisee advisory council or other advisory groups or committees formed by us. All advertising and other items produced using the NAF will be used solely to promote the products and services of all franchisees; none of the NAF funds will be used principally to solicit new franchise sales.

We and/or our affiliates can provide goods, services, materials, etc. (including administrative services and/or “in-house advertising agency” services) and receive reasonable compensation and/or reimbursement from the NAF for doing so. We can arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies, and the NAF will pay all related costs, fees, etc.

We will account for the NAF separately. The NAF is responsible for all taxes of any kind incurred by the NAF, its activities, contributions to the NAF and/or any other fund aspect. We will prepare financial statements for the NAF annually, which will be furnished to you upon written request. The statements may or may not be audited, and any related accounting costs will be paid by the NAF. All interest earned on monies contributed to, or held in, the NAF will be remitted to the NAF and will be subject to the NAF restrictions in our franchise agreements. In making expenditures, the NAF will first spend any contributions made by any supplier (if applicable); second, any earnings on assets held by the NAF; third, any contributions made by us; and finally, any contributions made by franchisees.

Management and administration of the NAF will be our sole responsibility. We may do any of the following:

1. compensate ourselves and/or our affiliates for salaries, administrative costs, overhead and other expenses incurred in NAF-related programs/activities, including but not limited to, production, research, insurance, and collection expenses, as well as any legal expense related to the activities and purposes of the NAF (consistent with the provisions of the Franchise Agreement);
2. charge the NAF for attorney's fees and other costs related in any way to advertising produced or acquired;
3. spend in any fiscal year an amount greater or less than the aggregate contributions to the NAF in that year, and the NAF may borrow from us or other lenders to cover deficits of the NAF or cause the NAF to invest any surplus;
4. pay the advertising, marketing, public relations, and related costs involved in any co-branding, dual franchising, or other multi-sponsor programs;
5. defer, waive and/or compromise claims for current/future contributions to, and/or claims against or with respect to, the NAF and fund the same with the NAF;
6. take legal or other action against any franchisee in default of their obligations to the NAF;
7. merge the NAF with any marketing fund otherwise established for CPR Franchise Businesses, so long as the restrictions of the relevant franchise agreement(s) continue to apply to contributions made by franchisees under the agreements;
8. maintain NAF assets in one or more accounts designated as “trust accounts” for purposes of protecting the assets from claims of third-party creditors;



9. incorporate the NAF or operate it through an entity separate from us, subject to all rights and duties of ours relating to the NAF; and
10. take any other actions in connection with the NAF as we consider to be appropriate and as are consistent with the provisions of the Franchise Agreement.

For the fiscal year ending December 31, 2024, the NAF funds were allocated as follows: 100% on production expenses. None of the monies collected for the NAF were used to solicit new franchise sales. We are not obligated to spend any amount of advertising money in your territory.

Neither we nor any of our affiliates or advisory groups will be liable for any act or omission in connection with the NAF which is consistent with the franchise agreements. None of the relationships with you in connection with the NAF are in the nature of a “trust,” “fiduciary” or similar special arrangement.

If you are in default of any of your obligations to us, our affiliates and/or the NAF, or your Franchise Agreement is otherwise subject to termination, you will have no rights with respect to the NAF. We may deny access to any and all programs and/or materials created by us and to any benefit derived from the NAF to franchisees who are in default in any their obligations to the NAF.

Unless you have our prior written consent, you may not market CPR Franchise Business franchises on the Internet or compete with us on or via the Internet. We have sole control of any and all domain names of CPR Franchise Businesses. We have control and administrative rights to all online social media networking websites, etc. utilizing our trademarks (as described in the Manuals).

### **Training**

Before you open your first CPR Franchise Business, we (or an Area Representative we designate) will train your principal owner and up to 3 employees (1 of which may be your designated manager described in Item 15 and 1 of which must be a repair technician) as follows:

#### **TRAINING PROGRAM TRAINING/OPERATIONS TRAINING (OWNER AND MANAGER)**

| <b>Category</b>                      | <b>Hours of Training</b> | <b>Type of Training</b> | <b>Location**</b>                                                 |
|--------------------------------------|--------------------------|-------------------------|-------------------------------------------------------------------|
| Marketing                            | 2                        | Classroom or Virtual    | Nashville Training Center, other location we designate, or online |
| Retailing and Sales                  | 8                        | Classroom or Virtual    | Nashville Training Center, other location we designate, or online |
| Network Assimilation and Orientation | 3                        | Classroom or Virtual    | Nashville Training Center, other location we designate, or online |
| POS Systems                          | 5                        | Classroom or Virtual    | Nashville Training Center, other location we designate, or online |
| Vendor Partnerships & Programs       | 8                        | Classroom or Virtual    | Nashville Training Center, other location we designate, or online |
| In-Store Operations                  | 24                       | Classroom or Virtual    | Nashville Training Center, CPR Store Location, or online          |
| <b>Total Training Hours</b>          | <b>50</b>                |                         |                                                                   |



## TRAINING PROGRAM TECHNICAL TRAINING (TECHNICIAN)

| Category                    | Hours of Training | Type of Training     | Location*                                                         |
|-----------------------------|-------------------|----------------------|-------------------------------------------------------------------|
| Retail Operations           | 4                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| POS                         | 2                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Smartphone Repair           | 22                | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Hardware Troubleshooting    | 3                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Advanced Repair             | 7                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Game System Repair          | 4                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Portable Computer Repair    | 2                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| Mobile OS Troubleshooting   | 2                 | Classroom or Virtual | Cleveland Training Center, other location we designate, or online |
| <b>Total Training Hours</b> | <b>46</b>         |                      |                                                                   |

We will provide you (or your principal owner) and at least 1 of your managers with approximately 4 days of operational training for new owners at the Nashville Training Center. Prior to opening your CPR Franchise Business, we will provide at least 1 of your technicians with 3 days of technical training at the Cleveland Training Center. In addition, if you are opening your first CPR Franchise Business (i.e., not converting an existing repair business), we will provide you with 3 days of in-store training at your CPR Franchise Business during the first 12 months you are open and operating. If you are converting your existing repair business into a CPR Franchise Business, we will provide you with 2 days of in-store training at your CPR Franchise Business during the first 12 months you are open and operating.

Training will be conducted by members of our corporate staff with a minimum of 6 months' experience as a Cell Phone Repair franchisee, employee, or related industry experience. Currently, the manager of the Training Program (which includes operational training) is Terry Brannock. Mr. Brannock has overseen the Training Program since January 2023 and has 31 years of experience in repair services training and has 3 years of experience with us. The supervisors of the technical training portion of the program are Jordan Duke and Andrew Janek. Mr. Duke has been in charge of our technical training program since 2021 at least 18 years of experience of technical training and each has 7 years of experience with us. Mr. Janek is a technical instructor with 11 years of technical repair experience and 11 years of experience with us. Training materials will include our confidential Manuals, hand-outs, evaluations, online learning, and hands-on training with cell phone equipment and other electronic repair equipment.

You must pay a \$16,000 training fee for the initial training program after you sign the Franchise Agreement prior to attending initial training in connection with your first CPR Franchise Business. The training fee may be reduced under the SCP Program and waived if you already own a Cell Phone Repair Franchise Business and are purchasing another CPR Franchise Business under the GROWTH Program or the SAVE Program. In addition, you must pay all the travel and living expenses for you (or your principal owner) and

your employees to attend the portion of the initial training program held at the Cleveland and Nashville Training Centers. The training fee covers the cost of the training program for you (or your principal owner) and one (1) manager and one (1) technician. You will be charged an additional fee of \$1,000 for each additional technician you wish to accompany you to training. Currently, the initial training program sessions are offered once a month. One of your training attendees (which may be the principal owner of the franchise) must specialize in the operations, retail and marketing of your CPR Franchise Business and one attendee must specialize in device repairs conducted at a CPR Franchise Business. All attendees must complete our training program to our satisfaction before beginning operation of your CPR Franchise Business. If you fail to attend such training for the required amount of time, we may terminate your Franchise Agreement for failure to complete training.

Upon request, we may provide you with an additional 2 days of training for you and your staff at your CPR Franchise Business. This additional training can take place at any time after the first year you are open and operating. If we send someone to train you at your CPR Franchise Business, there will be an additional training fee of \$500 per day. You will also be responsible for all of the trainer's expenses (e.g., travel, lodging, meals) for such training. We estimate such expenses will range from \$0 to \$4,500. If your CPR Franchise Business is within an Area Representative's area, he or she will assume all responsibility for on-site training at no additional cost to you.

If you or one of your employees, in our reasonable determination, does not meet our standards for knowledge and performance or does not pursue or complete our training program to our satisfaction, we can require that you or the employee(s) be retrained, or that another person be trained and perform the functions of the category of employee for which the training was offered.

After the initial training is completed, a member of the corporate team will provide 8 weeks of ongoing coaching calls with you.

We may conduct ongoing training through electronic media or otherwise as we consider appropriate. There will be no charge for ongoing training programs. We may offer additional training programs which may include seminars and conferences of special interest, including any topic related to operating your CPR Franchise Business, changes to the System and procedures, new products and services, and marketing techniques. Some of these training programs may be required to participate in certain Accounts.

We will hold an annual conference for you to stay up to date on competitive challenges and opportunities, new programs and techniques, to learn about best practices as developed by us and other Cell Phone Repair franchisees and to establish beneficial relationships with approved suppliers. Your attendance at the annual conference, including staying at the conference location, is mandatory. The attendance fees will vary depending on a variety of factors including the length of the conference and the location. However, we may agree to waive the attendance fee. If we waive the attendance fee, we may charge for materials, meals, entertainment, special programs etc., and you must bear other costs of attendance, including your travel, hotels, and meals. (See Item 6.) (Franchise Agreement, Section 7.9).

## **ITEM 12** **TERRITORY**

### **Franchise Agreement**

When you sign the Franchise Agreement, we will grant you a geographic area determined based on population density and demographic and geographic data and which we will not open or award a franchise for another CPR Franchise Business as long as you are in full compliance with the Franchise Agreement (a "Designated Area"). A Designated Area is defined by contiguous zip codes and assigned a unique location

name (e.g., CPR of Northeast Cleveland, Ohio). A Designated Area is a territory with a population of approximately 80,000 to 140,000 people (based on the most recent census data, your Designated Area may be smaller or larger). However, in no case will the Designated Area extend more than 2 miles if the CPR Franchise Business is located in a metropolitan statistical area with a population of 500,000 people or more and no more than 3 miles if the CPR Franchise Business is located in a metropolitan statistical area with a population of less than 500,000 people. We offer franchises in several business formats based on the geographic area and size the franchise is located in. Such business formats are subject to our approval and currently include, but are not limited to, “Class A” retail space, “Class C” retail space, co-located premises (with another company or brand), and alternative fixed locations such as retail merchandising units and kiosks.

We will identify your Designated Area in an exhibit to the Franchise Agreement (using a listing of zip codes or counties, as we deem appropriate) before you sign it. If your CPR Store location has not been determined and approved when you sign the Franchise Agreement, we will grant you a protected Designated Area and note the Designated Area in your Franchise Agreement once we approve the Site; but you will not have any Designated Area protection rights until the Site is determined and approved. You may operate your CPR Franchise Business only at the Site or within the Designated Area that has been approved by us. We base our approval of your proposed Site and Designated Area on a variety of factors, such as viability and demographics of the proposed location. You must receive our permission before relocating. We will grant approval to relocate if you are in compliance with the Franchise Agreement, you have paid all money owed to us and/or our affiliates, the proposed location meets our then-current site selection criteria, and you comply with the lease requirements in the attachment to the Franchise Agreement.

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. Whenever we have a right to terminate the Franchise Agreement, we may instead elect to cancel any and/or all of your Designated Area rights.

Your rights to the Designated Area are not dependent on achieving a certain sales volume, market penetration or other contingency. However, whenever we have a right to terminate the Franchise Agreement, we may instead elect to cancel any and/or all of your Designated Area rights.

You will not service customers or operate a CPR Franchise Business or any Similar Business (defined in Item 17) at any location, through the Marks licensed to you or through other channels of distribution outside the Designated Area, without our prior written approval. Except in connection with the approved Cell Phone Repair website (see Item 11), you may not (i) engage in any promotional or similar activities, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system or (ii) sell any product or service through any alternative channel of distribution, including the Internet. All franchisees are subject to our customer solicitation policy which states, in general, the following: 1) franchisees may only directly solicit customers within their Designated Area; 2) franchisees may directly solicit existing customers regardless of the customers’ location; and 3) franchisees are not prohibited from indirect marketing of customers regardless of such customers’ location. However, the specific customer solicitation policy is included in the Operations Manual, and we may update such policy periodically.

Your Franchise Agreement does not grant you the right to acquire additional franchises within your Designated Area or in any contiguous area. Each Franchise Agreement is a separate and distinct transaction between you and us. You do not receive any rights to use any other channel of distribution for our products or services without our written consent.

We (and our affiliates) expressly reserve all other rights including the rights to:

1. sell or otherwise distribute any products (including the Products) or services (including the Services) anywhere, whether at wholesale, retail or otherwise and whether or not using the Marks or System, without restriction of any kind, in any alternative or other channel of distribution (except for a CPR Franchise Business located within the Designated Area), including but not limited to the Internet, World Wide Web and/or similar venues, whether or not located in the Designated Area, and to customers located anywhere;
2. use and license others to use the Marks and the System for the operation of CPR Franchise Businesses at any location outside of the Designated Area;
3. use and license the use of alternative marks or methods in connection with the operation of businesses which may provide cell phone repair services at any location, which businesses may be the same as, similar to, or different from CPR Franchise Businesses;
4. offer and sell any products and services under the Marks or other trademarks and service marks that are offered by a CPR Franchise Business at or through any permanent, temporary, or seasonal facility, in any stadium, shopping mall, entertainment or amusement park, airport, highway travel plaza, museum, university, elementary or secondary school, office or commercial building, hospital, military facility, or at special events in the Designated Area;
5. acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we (and/or any of our affiliates) are acquired, and/or company-owned, franchised, or other businesses (including your CPR Franchise Business) are converted to another format, maintained under the System or otherwise; and
6. sell all or substantially all of our assets (through an asset or stock transaction) and following such assignment the assignee's affiliates will not be prohibited from operating or franchising a Similar Business within your Designated Area.

We are not required to pay you if we exercise any of the rights specified above inside or outside your Designated Area.

The Franchise Agreement does not provide for options, rights-of-first-refusal, or similar rights to acquire additional franchises.

We may periodically enter into contracts with third-party warranty service providers or Device manufacturers or retailers to provide Services, which may be through a warranty or insurance protection program. You may enter into contracts directly with these third parties or customers to provide Services pursuant to a warranty, insurance, or similar program with our prior written approval on the condition that if the scope of such program extends outside your Designated Area, you agree to notify us so that we may contract with the third party to encompass a broader geographic area. If you participate in any of these warranty, insurance, or similar programs, you must comply with the terms and conditions required by us and the third parties, including the payment of any referral fee required by the third party.

In addition to the programs in the preceding paragraph, we may also operate a support phone number and/or website which will receive potential business inquiries from existing and prospective retail customers. With respect to Service requests in your Designated Area that we receive through these programs, we will refer customers to you or invite you to submit a price quote on the condition that (1)

you are in full compliance with this Agreement and (2) we determine that you possess the qualifications and experience necessary to provide the Services requested. However, any customer may request that a particular CPR Franchise Business perform Services for such customer, even if the Service request is in your Designated Area. CPR Franchise Businesses must promote our toll free 1-800 phone number that dials an automated phone system which sends customers to the nearest CPR Franchise Business based on a zip code locator. We and our affiliates reserve the right to charge you a fee for any referrals you receive from us or our affiliates or use NAF funds to maintain the customer support phone number and/or website.

We (or our affiliates' sales staff) may develop National and Regional Accounts whereby franchisees may elect to provide services to National and Regional Accounts ("Accounts"). You acknowledge that such Accounts are reserved unto us; however, to the extent that we refer business from such Accounts to our franchisees, we will refer all such work to the franchisee or franchisees whose Designated Area includes the site of the specific matter, to the extent such franchisee is available, qualified and has the capacity and capability, in our reasonable judgment, to handle the referral. On certain Accounts, we may set the maximum and minimum prices that you may charge based upon the direction of the Account holder. We may also require certain certifications and adherence to specific service standards as may be negotiated with National and Regional Account customers. We may also require you to sign a participation agreement that documents your willingness to participate in servicing Accounts and agreeing to adhere to the terms and conditions required by them. We may modify the terms of the participation agreement periodically. In the event of a dispute between you and an Account for whom you have provided services, you grant us the right to investigate, settle and satisfy the dispute regardless of when the dispute arose. In the event a dispute between us and an Account arises solely from your servicing of the Account, then you will be required to indemnify, defend, and hold us harmless for, from and against any costs we expend in the defense of such action. If you choose to participate in the National Accounts program, our affiliate CPR-NSP, LLC may charge you an administrative fee, which will not exceed 6.5% of your Gross Volume derived from National Accounts (i.e., K-12 programs, warranty programs, OEM programs, etc.).

Except as described above, there are no restrictions on our ability to solicit or accept orders from customers inside your Designated Area.

### **Multi-Store Development Agreement**

You will be granted the right to acquire franchises to develop and operate multiple CPR Franchise Businesses within a specific geographic area as described in the Multi-Store Development Agreement (the "Multi-Store Development Area"), and in accordance with a development schedule (a minimum of 5 CPR Franchise Businesses) (the "Development Schedule").

We and our affiliates will not, so long as the Multi-Store Development Agreement is in effect and you are in compliance with the Multi-Store Development Agreement, operate or grant development rights for the operation of another CPR Franchise Businesses within the Multi-Store Development Area.

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.

We (and our affiliates) expressly reserve all other rights including the rights to:

1. sell or otherwise distribute any products or services anywhere, whether at wholesale, retail, or otherwise and whether or not using the Marks or System, without restriction of any kind, in any alternative or other channel of distribution, whether or not located in the Multi-Store Development Area, and to customers located anywhere;

2. use and license others to use, the Marks and the System for the operation of CPR Franchise Businesses at any location outside of the Multi-Store Development Area;
3. use and license the use of alternative marks or methods in connection with the operation of businesses which may provide cell phone repair services at any location, which businesses may be the same as, similar to, or different from CPR Franchise Businesses;
4. offer and sell any products and services under the Marks or other trademarks and service marks that are offered by a CPR Franchise Business at or through any permanent, temporary, or seasonal facility, in any stadium, shopping mall, co-branded retail store, entertainment or amusement park, airport, highway travel plaza, military base, museum, university, elementary or secondary school, office or commercial building, hospital, military facility, or at special events in the Multi-Store Development Area;
5. acquire, merge, affiliate with, or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we (and/or any of our affiliates) are acquired, and/or company-owned, franchised, or other businesses (including your CPR Franchise Businesses) are converted to another format, maintained under the System or otherwise; and
6. sell all or substantially all of our assets (through an asset or stock transaction) and following such assignment the assignee's affiliates will not be prohibited from operating or franchising a Similar Business (as defined in Item 17(r)) within your Multi-Store Development Area.

We are not required to pay you if we exercise any of the rights specified above inside or outside your Multi-Store Development Area.

You are not prohibited from soliciting customers from outside your Multi-Store Development Area. Neither we nor our affiliates are restricted from soliciting customers within your Multi-Store Development Area.

The Development Agreement does not provide for options, rights-of-first-refusal, or similar rights to acquire additional development obligations.

### **General**

CPR Franchise Businesses operated by our affiliates may offer and sell goods and services to customers anywhere, including near your CPR Franchise Business. Neither we nor our affiliates have established other franchises or company-owned outlets or another channel of distribution selling similar services under the proprietary or non-proprietary trademarks; however, we reserve the right to do so.

### **ITEM 13** **TRADEMARKS**

In our Franchise Agreement, we grant you the right and license to operate as a Cell Phone Repair Franchisee using certain Marks we own, including the Marks listed below, which have been registered with the U.S. Patent and Trademark Office ("USPTO") on the dates shown:



| Registration Number | Description of Mark                                                               | Registration Date |
|---------------------|-----------------------------------------------------------------------------------|-------------------|
| 3444694             |  | June 10, 2008     |
| 3274248             |  | August 7, 2007    |
| 3014015             | CPR                                                                               | November 8, 2005  |
| 4684345             | REPAIR2U                                                                          | February 10, 2015 |

All required affidavits have been filed with the USPTO. All registrations have been timely renewed as applicable.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. There are no infringing uses actually known to us that could materially affect your use of the Marks.

You must notify us immediately of any apparent or actual infringement of or challenge to your use of the Marks, or any claim by any person to any rights in the Marks. You will not communicate with anyone other than us or our counsel regarding any infringement, challenge, or claim. We will decide whether to take any action to control any litigation or other proceeding arising out of any infringement, challenge or claim to any Mark, including the right to direct any settlement of the claims. You must sign any documents, give any assistance, and take any actions that our attorneys believe are necessary or advisable in order to protect and maintain the interests we have in any litigation or administrative proceeding related to the Marks. We will reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Marks under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding.

The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you, or if the proceeding is resolved unfavorably to you.

If it becomes advisable at any time in our sole judgment for you to modify or discontinue the use of any of the Marks or for you to use one or more additional or substitute trademarks or service marks, you will immediately comply (at your expense) with our directions to modify or otherwise discontinue the use of the Marks, and/or use one or more additional or substitute trademarks or service marks. We will not have any liability or obligation to you for modification, discontinuance or otherwise.

You should understand that there is always a possibility there might be one or more businesses similar to the businesses covered by the franchises offered in this Disclosure Document, operating in or near the area(s) where you may do business, using a name and/or trademarks similar to ours and with superior rights to the name and/or trademarks. We strongly suggest that you research this possibility, using telephone



directories, local filings, and other means, before you pay any money, sign any binding documents or make any binding commitments.

#### **ITEM 14**

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

There are no patents or pending patent applications that are material to the franchise, but we do claim proprietary rights and common law copyrights to the confidential information contained in the Manuals. The Manuals are described in Item 11. We also claim common law copyrights on operational materials and on other proprietary materials specifically associated with the System, including the proprietary advertisements, all materials presented to prospective customers, printed materials, and forms associated with the operation of a CPR Franchise Business. The Manuals and other proprietary materials have not been registered with any copyright office. We are not aware of any infringing use of these materials. You must treat the Manuals and other proprietary information as confidential and comply with the confidentiality restrictions under the Franchise Agreement. Other than our confidentiality restrictions, there are no agreements in effect that significantly limit our right to use the materials. You must also promptly tell us when you learn about any unauthorized use of this proprietary information. We will decide whether to take any action to control any litigation or other proceeding arising out of any infringement, challenge or claim to any copyright, including the right to direct any settlement of the claims. We are not obligated to take any action but will respond to this information as we feel appropriate. We will not indemnify you for losses brought by a third party concerning your use of this information.

#### **ITEM 15**

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

We do not require that you personally supervise your CPR Franchise Business, but we do recommend it. If you do not personally supervise your CPR Franchise Business, you must designate at least one employee as a point of contact and provide their contact information to us. However, anyone who manages your CPR Franchise Business (one of your principals or a manager) must have successfully completed our initial training program and must devote best efforts and energy during business hours to the supervision and management of the CPR Franchise Business. Any employee manager you hire is not required to own an equity interest in you or your CPR Franchise Business but must sign a confidentiality and non-competition agreement.

You are solely responsible for the training, supervision, terms of employment, compensation, and termination of all of your employees.

Each of your owners must personally guarantee the performance of your obligations under the Franchise Agreement. The spouse of each owner may also be required to sign a guaranty (See Attachment 6 to the Franchise Agreement).

#### **ITEM 16**

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

You must offer and sell all Products, Services and warranties which are part of the System, and all services and products we incorporate into the System in the future. You may not use the “CPR” name or the Marks for any other business. You may not conduct any business from the location of your CPR Franchise Business without our prior written consent. You must provide any and all Services to customers who have a warranty or insurance program supported by any CPR Franchise Business.

We may add to, delete from, or modify the products and services which you can and must offer. We may also periodically provide optional products and services that you may offer. You must abide by any additions, deletions, and modifications. There are no other limits on our rights to make these changes.

You may only sell CPR System products and services at your location, and you may not engage in the wholesale sale and/or distribution, or use other channels of distribution, of any CPR product, service, equipment or other component, or any related product or service except as authorized in writing by us or in connection with the approved Cell Phone Repair website (see Item 11). Per the terms of our customer solicitation policy (which is found in the Operations Manual and is subject to change), you may not directly solicit customers located outside of your Designated Area. However, franchisees are authorized to directly solicit existing customers regardless of such customer's location and you are not prohibited from acquiring new customers as a result of indirect marketing regardless of customer location. You must discontinue selling any products or services that we at any time decide to disapprove in writing.

You have the right to set your own prices, except that certain Accounts and optional promotions may require set maximum and minimum prices. You must fully honor all coupons, price reduction and other promotions/programs as we direct.

## **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 agreement attached to this Disclosure Document.**

| <b>Provision</b>                    | <b>Section in Franchise Agreement and Multi-Store Development Agreement ("MSDA")</b> | <b>Summary</b>                                                                                                                                                                                                                                   |
|-------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Length of the franchise term     | Franchise Agreement: Section 3.3<br><br>MSDA: Section 4.1                            | Five years<br><br>Development rights shall commence as of the date of execution and will end on the earlier of the date by which the last CPR Franchise Business opens or the date it is scheduled to open pursuant to the Development Schedule. |
| b. Renewal or extension of the term | Franchise Agreement: Section 17.1<br><br>MSDA: Not applicable                        | Five-year renewal term subject to compliance with certain requirements<br><br>Not applicable                                                                                                                                                     |

| Provision                                         | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c. Requirements for franchisee to renew or extend | Franchise Agreement: Section 17<br><br>MSDA: Not Applicable                   | We will grant you a renewal franchise term if you meet the following requirements: upgrade your premises and equipment; fully complied with all of the terms of the Franchise Agreement and all other agreements; comply with current operational, qualification and training requirements; notice of election to renew; satisfaction of monetary obligations; sign a release and our then-current franchise agreement (except that you don’t have to go through initial training or pay the initial franchise fee), which terms may be materially different from the terms of the Franchise Agreement.<br><br>Not Applicable |
| d. Termination by franchisee                      | Franchise Agreement: Not Applicable<br><br>MSDA: Not Applicable               | Not Applicable. Franchisees may terminate under any grounds permitted by law.<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| e. Termination by franchisor without cause        | Franchise Agreement: Not Applicable<br><br>MSDA: Not Applicable               | Not Applicable<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| f. Termination by franchisor with cause           | Franchise Agreement: Sections 18.1 - 18.4<br><br>MSDA: Section 4.2            | We can terminate if you commit any one of several listed defaults. (See g below)<br><br>We can terminate if you commit any one of several listed defaults.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| g. “Cause” defined-curable defaults               | Franchise Agreement: Section 18.2<br><br>MSDA: Section 4.2                    | 15 days to cure a failure to maintain insurance; failure to correct a dangerous condition, failure to accurately report Gross Volume; failure to submit any report due; and failure to make any payments due us or any affiliate and or supplier or creditor. 30 days to cure default under the lease or sublease; any other breach of the Franchise Agreement or any other agreement between you or your affiliates and us or our affiliates.<br><br>15 days to cure a breach of any provision of the Multi-Store Development Agreement.                                                                                     |

| Provision                               | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| h. “Cause” defined-non-curable defaults | <p>Franchise Agreement: Section 18.1</p> <p>MSDA: Section 4.2</p>             | <p>Abandon or fail to operate your CPR Franchise Business for more than fourteen (14) consecutive calendar days, or lose the right to possession of the Lease and/or Site for your CPR Store(s); fail to open your CPR Store(s) within six (6) months after the Commencement Date; make any material misrepresentation or omission in your application for the Franchise; are judged bankrupt, become insolvent, make an assignment for the benefit of creditors, are unable to pay your debts as they become due, or if a petition under any bankruptcy law is filed by or against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of your CPR Franchise Business; fail to strictly comply with the arbitration process; are convicted of, or plead no contest to, a felony, or to any crime of moral turpitude that is likely to adversely affect the reputation of the Franchisee or any owner, your CPR Franchise Business, us or the goodwill associated with the Marks; engage in any misconduct which unfavorably affects your reputation or any owner, any of your CPR Franchise Businesses, us or the goodwill associated with the Marks; make, or attempt to make, an unauthorized “transfer” or surrender control without our prior written approval; make an unauthorized use of the Marks or any unauthorized copy, use or disclosure of any Confidential Information; violate any of the restrictions against competition; commit any act or omission of fraud or misrepresentation; have five (5) or more material unresolved customer complaints with respect to your CPR Franchise Business in any twelve (12) month period; fail to permit or cooperate with us or our designee in any audit or inspection or fail to retain (or to produce on request) any records required to be maintained by you; are found to have used inventory parts that are determined to be counterfeit,</p> <p>You fail to meet a Development Schedule; you have made any material misrepresentation or omission in your application or in any report, claim, request for reimbursement or other similar document submitted to us, including, without limitation, any financial statement; or the Franchise Agreement or other agreement between you and us (or our affiliates) is terminated.</p> |

| Provision                                              | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| i. Franchisee’s obligations on termination/non-renewal | Franchise Agreement: Section 19<br><br>MSDA: Section 4.3                      | Cease operations; cease use of Marks; de-identify business; pay amounts owed; return Manuals, materials and confidential information; return of signage; transfer phone number(s), customer lists directory listings/URLs to us or our designee; and cancel all fictitious business name registrations. Certain obligations continue, including non-competition and confidentiality, your obligation to pay Royalties, NAF contributions and other amounts for the remainder of the term of the Franchise Agreement.<br><br>Comply with post-termination covenants not to compete and conditions of any franchise agreement executed under Multi-Store Development Agreement. |
| j. Assignment of contract by franchisor                | Franchise Agreement: Section 16.1<br><br>MSDA: Section 5.3                    | No restrictions on our right to transfer your Franchise Agreement.<br><br>No restrictions on our right to transfer your Multi-Store Development Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| k. “Transfer” by franchisee-defined                    | Franchise Agreement: Section 16.2<br><br>MSDA: Sections 5.1 and 5.2           | Includes transfer of any interest in your Franchise Agreement, your CPR Franchise Business, an ownership interest in you, or the surrender or loss of the possession, control, or management of your CPR Franchise Business.<br><br>No transfer of any interest in your Multi-Store Development Agreement but permits the transfer of your CPR Franchise Business in accordance with the terms of the Franchise Agreement.                                                                                                                                                                                                                                                    |
| l. Franchisor approval of transfer by franchisee       | Franchise Agreement: Sections 16.2 – 16.3<br><br>MSDA: Section 5.2            | Transfer subject to our approval.<br><br>Transfer subject to our approval and in accordance with the terms of the Franchise Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| Provision                                                               | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| m. Conditions for franchisor approval of transfer                       | Franchise Agreement: Sections 16.2 - 16.3<br><br>MSDA: Section 5.2            | You must be in compliance with all agreements between you and us; transferee qualifies; transferee assumes your obligations (though you must remain liable for acts/omissions up to date of transfer); all amounts due are paid in full and all debts payable to third parties are paid or assumed by transferee; all required reports or other documents submitted; transferee completes training program and pays applicable training fee; transferee begins paying minimum royalty fees the month of the transfer; transferee obtains all required permits, licenses and insurance; lessors and other parties consent to transfer; transferee signs our then-current franchise agreement (which terms may materially differ from your Franchise Agreement); payment of transfer fee; you and transferee execute general release; and comply with non-competition obligations; and comply with laws and regulations. Certain conditions do not apply to a transfer of a minority interest, a transfer to one of your (or your owner’s) immediate family members or a transfer to one of your existing owners. If you do not obtain our approval prior to transfer, the fees set forth in Section 19.5 of the Franchise Agreement shall be immediately due and payable.<br><br>Conditions for the approval of a transfer are as provided in the Franchise Agreement. |
| n. Franchisor’s right of first refusal to acquire franchisee’s business | Franchise Agreement: Section 16.6<br><br>MSDA: Not Applicable                 | We have right to match offer, except when there is a transfer of a minority interest or a transfer to one of your (or your owner’s) immediate family members or to one of your existing owners.<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| o. Franchisor’s option to purchase franchisee’s business                | Franchise Agreement: Section 19.6<br><br>MSDA: Not Applicable                 | We may purchase your CPR Franchise Business at fair market value on expiration or repurchase. Upon early termination, we may purchase your CPR Franchise Business as described in Section 19.6.<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| p. Death or disability of franchisee                                    | Franchise Agreement: Section 16.2<br><br>MSDA: Not Applicable                 | Any transfer by your owners of any interest in the event of your death or the death of an owner of you, by will, declaration of or transfer in trust, under the laws of intestate succession, or otherwise will be governed by all of the provisions on transfer of the Franchise Agreement.<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



| Provision                                                                 | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| q. Non-competition covenants during the term of the franchise             | Franchise Agreement: Section 14.1<br><br>MSDA: Section 6.1                    | No involvement in any Similar Business (subject to state law). No transfer of ownership for any similar business located anywhere (subject to state law).<br><br>No involvement in any Similar Business (subject to state law). No transfer of ownership for any similar business located anywhere (subject to state law).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| r. Non-competition covenants after the franchise is terminated or expires | Franchise Agreement: Section 14.2<br><br>MSDA: Section 6.2                    | No interest in similar business for 1 year within 50 miles of Designated Area. A “Similar Business” means any enterprise or entity that offers or is otherwise involved in or deals with the repair of cell phones, “smart” phones, tablets, computers and video games, or the sale of accessories and related products and services offered by CPR Franchise Businesses, including any such enterprise or entity awarding franchises or licenses to operate or be involved with any such business (subject to state law).<br><br>No interest in similar business for 1 year within 50 miles of Multi-Store Development Area. A “Similar Business” means any enterprise or entity that offers or is otherwise involved in or deals with the repair of cell phones, “smart” phones, tablets, computers and video games, or the sale of accessories and related products and services offered by CPR Franchise Businesses, including any such enterprise or entity awarding franchises or licenses to operate or be involved with any such business (subject to state law). |
| s. Modification of the agreement                                          | Franchise Agreement: Section 22.2<br><br>MSDA: Section 8.7                    | The Franchise Agreement may be modified in writing by all parties. Manuals & System are subject to change by us and you must promptly comply. We may modify any invalid or unenforceable provision to the extent required to be valid and enforceable and the modified provisions will bind you.<br><br>The Multi-Store Development Agreement may be modified only upon execution of a written agreement between the parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| t. Integration/merger clause                                              | Franchise Agreement: Section 22.2<br><br>MSDA: Section 8.8                    | Only the terms of the Franchise Agreement are binding (assuming they comply with state law). Any other promises are not enforceable. Nothing in the Franchise Agreement or in any related agreement has the effect of disclaiming any information provided in this Disclosure Document.<br><br>Only the terms of the Multi-Store Development Agreement are binding (assuming they comply with state law).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Provision                                         | Section in Franchise Agreement and Multi-Store Development Agreement (“MSDA”) | Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                   |                                                                               | law). However, nothing in the Multi-Store Development Agreement or in any related agreement is intended to disclaim any information provided in this Disclosure Document.                                                                                                                                                                                                                                                                                                                             |
| u. Dispute resolution by arbitration or mediation | Franchise Agreement: Section 20.3<br><br>MSDA: Not Applicable                 | Except for certain claims, all disputes must be arbitrated.<br><br>Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                     |
| v. Choice of forum                                | Franchise Agreement: Section 21.2<br><br>MSDA: Section 8.2                    | Arbitration or litigation must be commenced in the state or federal court in Atlanta, Georgia (or, if our principal place of business is no longer in Georgia, in or near our then current principal place of business (subject to state law).<br><br>Arbitration or litigation must be commenced in the state or federal court in Atlanta, Georgia (or, if our principal place of business is no longer in Georgia, in or near our then current principal place of business) (subject to state law). |
| w. Choice of law                                  | Franchise Agreement: Section 21.1<br><br>MSDA: Section 8.2                    | Georgia law applies (subject to state and federal law).<br><br>Georgia law applies (subject to state and federal law).                                                                                                                                                                                                                                                                                                                                                                                |

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

## **ITEM 18** **PUBLIC FIGURES**

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

## **ITEM 19** **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchisee 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.

For the calendar year of 2024, the average annual Gross Volume of the top 10% of the 368 CPR Franchise Businesses in the United States that were open and operating for at least 12 months as of December 31, 2024, was \$1,057,036. The average annual Gross Volume of the bottom 10% of the 368 aforementioned CPR Franchise Businesses was \$129,175. Of the top 10% CPR Franchise Businesses, the highest annual Gross Volume was \$2,078,264, the lowest annual Gross Volume was \$795,767, and the median annual Gross Volume was \$963,885. Of the bottom 10% of CPR Franchise Businesses, the highest annual Gross Volume was \$178,472, the lowest annual Gross Volume was \$34,705, and the median annual Gross Volume was \$141,071.

While there were 427 CPR Franchise Businesses open as of December 31, 2024, 55 CPR Franchise Businesses opened during 2024 and were not open for the entire year, and 4 CPR Franchise Businesses are not required to use our accounting and reporting system. These 427 CPR Franchise Businesses also do not include 33 CPR Franchise Businesses that were terminated, 3 CPR Franchise Business that did not renew, and 14 CPR Franchise Businesses that ceased operations for other reasons in 2024.

Notes:

1. "Gross Volume" includes all receipts from all of your sales (a) by, at, or in connection with your CPR Franchise Business, (b) which relate to the type of goods or services available now or in the future through your CPR Franchise Business and/or distributed in association with the Marks or your CPR Franchise Business, and/or (c) any co-branding activities. Gross Volume does not include billings which have not been collected. Gross Volume includes payments received by credit card, with no deduction for credit card or other charges. Gross Volume does not include customer refunds, or any taxes paid to any federal, state, municipal or other governmental authority. We reserve the right to require separate Gross Volume tracking and reporting.
2. We relied on the Gross Volume reported to us by the CPR Franchise Businesses.

**Some CPR Franchise Businesses have earned this amount. Your individual results may vary. There is no assurance that you'll earn as much.**

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

Other than the preceding financial performance representation, MMI-CPR, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Shelley Binkley at 260 Interstate North Circle, SE, Atlanta, Georgia 30339, 877-856-5101, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

The following tables pertain to CPR Franchise Businesses. See [Exhibit F](#) for the list of current franchisees and related contact information. See [Exhibit G](#) for the list of franchisees who had an outlet that terminated, canceled, non-renewed, or otherwise ceased to do business in the last fiscal year. The following trademark specific independent franchise organization has asked to be included in this Disclosure Document: Cell Phone Repair Independent Owners Association (CPRIOA) PO Box 10158, Palm Desert, CA 92255 619-209-3775, [cprioa@aafdchapters.org](mailto:cprioa@aafdchapters.org).

**TABLE NO. 1**  
**SYSTEMWIDE OUTLET SUMMARY FOR YEARS**  
**ENDING DECEMBER 31, 2022, 2023, AND 2024**

| Outlet Type             | Year        | Outlets at the Start of the Year | Outlets at the End of the Year  | Net Change |
|-------------------------|-------------|----------------------------------|---------------------------------|------------|
| Franchised <sup>1</sup> | 2022        | 469                              | 429                             | -40        |
|                         | 2023        | 429                              | 422                             | -7         |
|                         | 2024        | 422                              | <del>427</del> 427 <sup>2</sup> | +5         |
| Affiliate-Owned         | 2022        | 1                                | 1                               | 0          |
|                         | 2023        | 1                                | 1                               | 0          |
|                         | 2024        | 1                                | 1                               | 0          |
| <b>Total Outlets</b>    | <b>2022</b> | <b>470</b>                       | <b>430</b>                      | <b>-40</b> |
|                         | <b>2023</b> | <b>430</b>                       | <b>423</b>                      | <b>-7</b>  |
|                         | <b>2024</b> | <b>423</b>                       | <b>428</b>                      | <b>+5</b>  |

**NOTES:**

1. Some franchisees have signed Confidentiality Clauses during the last three years.
2. [Since December 31, 2024, 19 CPR Franchise Businesses opened and 17 CPR Franchise Businesses were terminated, not renewed, or ceased operations for other reasons.](#)

**TABLE NO. 2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN**  
**FRANCHISOR OR AN AFFILIATE) FOR YEARS ENDING**  
**DECEMBER 31, 2022, 2023, AND 2024**

| State   | Year | Number of Transfers |
|---------|------|---------------------|
| Alabama | 2022 | 1                   |
|         | 2023 | 1                   |
|         | 2024 | 0                   |

| State                   | Year | Number of Transfers |
|-------------------------|------|---------------------|
| California <sup>1</sup> | 2022 | 3                   |
|                         | 2023 | 1                   |
|                         | 2024 | 4                   |
| Colorado                | 2022 | 0                   |
|                         | 2023 | 3                   |
|                         | 2024 | 0                   |
| Florida                 | 2022 | 0                   |
|                         | 2023 | 0                   |
|                         | 2024 | 2                   |
| Georgia                 | 2022 | 3                   |
|                         | 2023 | 4                   |
|                         | 2024 | 0                   |
| Illinois                | 2022 | 0                   |
|                         | 2023 | 1                   |
|                         | 2024 | 0                   |
| Indiana                 | 2022 | 2                   |
|                         | 2023 | 2                   |
|                         | 2024 | 0                   |
| Iowa                    | 2022 | 3                   |
|                         | 2023 | 0                   |
|                         | 2024 | 0                   |
| Kansas                  | 2022 | 1                   |
|                         | 2023 | 0                   |
|                         | 2024 | 0                   |
| Kentucky                | 2022 | 0                   |
|                         | 2023 | 0                   |
|                         | 2024 | 1                   |
| Louisiana               | 2022 | 0                   |
|                         | 2023 | 3                   |
|                         | 2024 | 0                   |
| Massachusetts           | 2022 | 2                   |
|                         | 2023 | 0                   |
|                         | 2024 | 0                   |
| Minnesota               | 2022 | 0                   |
|                         | 2023 | 4                   |
|                         | 2024 | 0                   |
| New Mexico              | 2022 | 0                   |
|                         | 2023 | 3                   |
|                         | 2024 | 0                   |

| State          | Year        | Number of Transfers |
|----------------|-------------|---------------------|
| North Carolina | 2022        | 1                   |
|                | 2023        | 0                   |
|                | 2024        | 1                   |
| Ohio           | 2022        | 1                   |
|                | 2023        | 1                   |
|                | 2024        | 1                   |
| Oregon         | 2022        | 2                   |
|                | 2023        | 0                   |
|                | 2024        | 0                   |
| South Carolina | 2022        | 1                   |
|                | 2023        | 0                   |
|                | 2024        | 0                   |
| Texas          | 2022        | 6                   |
|                | 2023        | 5                   |
|                | 2024        | 6                   |
| West Virginia  | 2022        | 0                   |
|                | 2023        | 0                   |
|                | 2024        | 1                   |
| Wisconsin      | 2022        | 0                   |
|                | 2023        | 1                   |
|                | 2024        | 0                   |
| <b>Total</b>   | <b>2022</b> | <b>26</b>           |
|                | <b>2023</b> | <b>29</b>           |
|                | <b>2024</b> | <b>16</b>           |

1. One CPR Franchise Business was transferred twice in California. Both transfers have been reflected in this total.

TABLE NO. 3

**STATUS OF FRANCHISED OUTLETS FOR YEARS  
ENDING DECEMBER 31, 2022, 2023, AND 2024**

| State       | Year | Outlets<br>at<br>Start<br>of<br>Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations-<br>Other<br>Reasons | Outlets<br>at End<br>of<br>Year |
|-------------|------|--------------------------------------|-------------------|--------------|------------------|--------------------------------|-------------------------------------------|---------------------------------|
| Alabama     | 2022 | 7                                    | 0                 | 0            | 0                | 0                              | 0                                         | 7                               |
|             | 2023 | 7                                    | 0                 | 1            | 0                | 0                              | 0                                         | 6                               |
|             | 2024 | 6                                    | 0                 | 1            | 0                | 0                              | 0                                         | 5                               |
| Alaska      | 2022 | 2                                    | 0                 | 2            | 0                | 0                              | 0                                         | 0                               |
|             | 2023 | 0                                    | 0                 | 0            | 0                | 0                              | 0                                         | 0                               |
|             | 2024 | 0                                    | 0                 | 0            | 0                | 0                              | 0                                         | 0                               |
| Arizona     | 2022 | 10                                   | 0                 | 1            | 0                | 0                              | 0                                         | 9                               |
|             | 2023 | 9                                    | 0                 | 1            | 0                | 0                              | 0                                         | 8                               |
|             | 2024 | 8                                    | 6                 | 0            | 0                | 0                              | 0                                         | 14                              |
| Arkansas    | 2022 | 6                                    | 0                 | 0            | 0                | 0                              | 0                                         | 6                               |
|             | 2023 | 6                                    | 0                 | 1            | 0                | 0                              | 0                                         | 5                               |
|             | 2024 | 5                                    | 0                 | 0            | 0                | 0                              | 0                                         | 5                               |
| California  | 2022 | 37                                   | 0                 | 2            | 0                | 0                              | 0                                         | 35                              |
|             | 2023 | 35                                   | 3                 | 2            | 0                | 0                              | 0                                         | 36                              |
|             | 2024 | 36                                   | 8                 | 4            | 0                | 0                              | 1                                         | 39                              |
| Colorado    | 2022 | 6                                    | 0                 | 0            | 0                | 0                              | 0                                         | 6                               |
|             | 2023 | 6                                    | 1                 | 0            | 1                | 0                              | 0                                         | 6                               |
|             | 2024 | 6                                    | 1                 | 0            | 0                | 0                              | 0                                         | 7                               |
| Connecticut | 2022 | 3                                    | 0                 | 1            | 0                | 0                              | 0                                         | 2                               |
|             | 2023 | 2                                    | 0                 | 1            | 0                | 0                              | 0                                         | 1                               |
|             | 2024 | 1                                    | 0                 | 1            | 0                | 0                              | 0                                         | 0                               |
| Florida     | 2022 | 18                                   | 0                 | 3            | 0                | 0                              | 0                                         | 15                              |
|             | 2023 | 15                                   | 4                 | 1            | 0                | 0                              | 0                                         | 18                              |
|             | 2024 | 18                                   | 2                 | 1            | 0                | 0                              | 0                                         | 19                              |
| Georgia     | 2022 | 20                                   | 1                 | 1            | 0                | 0                              | 0                                         | 20                              |
|             | 2023 | 20                                   | 5                 | 5            | 0                | 0                              | 0                                         | 20                              |
|             | 2024 | 20                                   | 0                 | 1            | 0                | 0                              | 0                                         | 19                              |
| Idaho       | 2022 | 4                                    | 0                 | 1            | 0                | 0                              | 0                                         | 3                               |
|             | 2023 | 3                                    | 0                 | 0            | 0                | 0                              | 0                                         | 3                               |
|             | 2024 | 3                                    | 0                 | 0            | 0                | 0                              | 0                                         | 3                               |



| State         | Year | Outlets<br>at<br>Start<br>of<br>Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations-<br>Other<br>Reasons | Outlets<br>at End<br>of<br>Year |
|---------------|------|--------------------------------------|-------------------|--------------|------------------|--------------------------------|-------------------------------------------|---------------------------------|
| Illinois      | 2022 | 16                                   | 0                 | 1            | 0                | 0                              | 0                                         | 15                              |
|               | 2023 | 15                                   | 1                 | 0            | 0                | 0                              | 0                                         | 16                              |
|               | 2024 | 16                                   | 0                 | 0            | 0                | 0                              | 0                                         | 16                              |
| Indiana       | 2022 | 15                                   | 1                 | 2            | 0                | 0                              | 0                                         | 14                              |
|               | 2023 | 14                                   | 0                 | 1            | 0                | 0                              | 0                                         | 13                              |
|               | 2024 | 13                                   | 0                 | 1            | 0                | 0                              | 2                                         | 10                              |
| Iowa          | 2022 | 10                                   | 0                 | 1            | 0                | 0                              | 0                                         | 9                               |
|               | 2023 | 9                                    | 0                 | 1            | 0                | 0                              | 0                                         | 8                               |
|               | 2024 | 8                                    | 0                 | 2            | 0                | 0                              | 0                                         | 6                               |
| Kansas        | 2022 | 8                                    | 0                 | 1            | 0                | 0                              | 0                                         | 7                               |
|               | 2023 | 7                                    | 0                 | 1            | 0                | 0                              | 0                                         | 6                               |
|               | 2024 | 6                                    | 1                 | 0            | 0                | 0                              | 0                                         | 7                               |
| Kentucky      | 2022 | 9                                    | 0                 | 0            | 0                | 0                              | 0                                         | 9                               |
|               | 2023 | 9                                    | 1                 | 0            | 0                | 0                              | 0                                         | 10                              |
|               | 2024 | 10                                   | 0                 | 1            | 0                | 0                              | 0                                         | 9                               |
| Louisiana     | 2022 | 19                                   | 1                 | 3            | 0                | 0                              | 0                                         | 17                              |
|               | 2023 | 17                                   | 0                 | 6            | 0                | 0                              | 0                                         | 11                              |
|               | 2024 | 11                                   | 4                 | 2            | 0                | 0                              | 0                                         | 13                              |
| Maine         | 2022 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|               | 2023 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|               | 2024 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
| Maryland      | 2022 | 1                                    | 1                 | 0            | 0                | 0                              | 0                                         | 2                               |
|               | 2023 | 2                                    | 0                 | 0            | 0                | 0                              | 0                                         | 2                               |
|               | 2024 | 2                                    | 3                 | 0            | 0                | 0                              | 0                                         | 5                               |
| Massachusetts | 2022 | 5                                    | 0                 | 1            | 0                | 0                              | 0                                         | 4                               |
|               | 2023 | 4                                    | 0                 | 1            | 0                | 0                              | 0                                         | 3                               |
|               | 2024 | 3                                    | 0                 | 0            | 0                | 0                              | 0                                         | 3                               |
| Michigan      | 2022 | 14                                   | 0                 | 2            | 0                | 0                              | 0                                         | 12                              |
|               | 2023 | 12                                   | 0                 | 0            | 0                | 0                              | 0                                         | 12                              |
|               | 2024 | 12                                   | 1                 | 1            | 0                | 0                              | 5                                         | 7                               |
| Minnesota     | 2022 | 11                                   | 0                 | 2            | 0                | 0                              | 0                                         | 9                               |
|               | 2023 | 9                                    | 0                 | 0            | 0                | 0                              | 0                                         | 9                               |
|               | 2024 | 9                                    | 0                 | 2            | 0                | 0                              | 0                                         | 7                               |
| Mississippi   | 2022 | 14                                   | 0                 | 0            | 0                | 0                              | 0                                         | 14                              |
|               | 2023 | 14                                   | 0                 | 8            | 0                | 0                              | 0                                         | 6                               |
|               | 2024 | 6                                    | 0                 | 2            | 0                | 0                              | 0                                         | 4                               |
| Missouri      | 2022 | 9                                    | 0                 | 1            | 0                | 0                              | 0                                         | 8                               |

| State          | Year              | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of Year |
|----------------|-------------------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|------------------------|
|                | 2023              | 8                        | 0              | 0            | 0            | 0                        | 0                               | 8                      |
|                | 2024 <sup>1</sup> | 8                        | 2              | 1            | 0            | 0                        | 0                               | 9                      |
| Montana        | 2022              | 3                        | 0              | 0            | 0            | 0                        | 0                               | 3                      |
|                | 2023              | 3                        | 0              | 0            | 0            | 0                        | 0                               | 3                      |
|                | 2024              | 3                        | 0              | 0            | 0            | 0                        | 0                               | 3                      |
| Nebraska       | 2022              | 4                        | 0              | 0            | 0            | 0                        | 0                               | 4                      |
|                | 2023              | 4                        | 0              | 0            | 0            | 0                        | 0                               | 4                      |
|                | 2024              | 4                        | 1              | 0            | 0            | 0                        | 2                               | 3                      |
| Nevada         | 2022              | 6                        | 0              | 0            | 0            | 0                        | 0                               | 6                      |
|                | 2023              | 6                        | 0              | 0            | 0            | 0                        | 0                               | 6                      |
|                | 2024              | 6                        | 0              | 1            | 0            | 0                        | 0                               | 5                      |
| New Hampshire  | 2022              | 0                        | 0              | 0            | 0            | 0                        | 0                               | 0                      |
|                | 2023              | 0                        | 0              | 0            | 0            | 0                        | 0                               | 0                      |
|                | 2024              | 0                        | 4              | 0            | 0            | 0                        | 0                               | 4                      |
| New Jersey     | 2022              | 3                        | 0              | 0            | 0            | 0                        | 0                               | 3                      |
|                | 2023              | 3                        | 0              | 0            | 0            | 0                        | 0                               | 3                      |
|                | 2024              | 3                        | 3              | 0            | 0            | 0                        | 0                               | 6                      |
| New Mexico     | 2022              | 7                        | 0              | 0            | 0            | 0                        | 0                               | 7                      |
|                | 2023              | 7                        | 0              | 0            | 0            | 0                        | 0                               | 7                      |
|                | 2024              | 7                        | 0              | 0            | 0            | 0                        | 0                               | 7                      |
| New York       | 2022              | 10                       | 0              | 1            | 0            | 0                        | 0                               | 9                      |
|                | 2023              | 9                        | 5              | 1            | 0            | 0                        | 0                               | 13                     |
|                | 2024              | 13                       | 5              | 2            | 0            | 0                        | 0                               | 16                     |
| North Carolina | 2022              | 25                       | 0              | 4            | 1            | 0                        | 0                               | 20                     |
|                | 2023              | 20                       | 0              | 3            | 0            | 0                        | 0                               | 17                     |
|                | 2024              | 17                       | 0              | 0            | 1            | 0                        | 0                               | 16                     |
| North Dakota   | 2022              | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                      |
|                | 2023              | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                      |
|                | 2024              | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                      |
| Ohio           | 2022              | 19                       | 1              | 7            | 0            | 0                        | 0                               | 13                     |
|                | 2023              | 13                       | 0              | 2            | 0            | 0                        | 0                               | 11                     |
|                | 2024              | 11                       | 2              | 1            | 1            | 0                        | 0                               | 11                     |
| Oklahoma       | 2022              | 11                       | 0              | 2            | 0            | 0                        | 0                               | 9                      |
|                | 2023              | 9                        | 0              | 2            | 0            | 0                        | 0                               | 7                      |
|                | 2024              | 7                        | 1              | 2            | 0            | 0                        | 0                               | 6                      |
| Oregon         | 2022              | 4                        | 1              | 0            | 0            | 0                        | 0                               | 5                      |
|                | 2023              | 5                        | 0              | 0            | 0            | 0                        | 0                               | 5                      |

| State            | Year | Outlets<br>at<br>Start<br>of<br>Year | Outlets<br>Opened | Terminations | Non-<br>Renewals | Reacquired<br>by<br>Franchisor | Ceased<br>Operations-<br>Other<br>Reasons | Outlets<br>at End<br>of<br>Year |
|------------------|------|--------------------------------------|-------------------|--------------|------------------|--------------------------------|-------------------------------------------|---------------------------------|
|                  | 2024 | 5                                    | 0                 | 1            | 0                | 0                              | 0                                         | 4                               |
| Pennsylvania     | 2022 | 13                                   | 0                 | 2            | 0                | 0                              | 0                                         | 11                              |
|                  | 2023 | 11                                   | 1                 | 1            | 0                | 0                              | 0                                         | 11                              |
|                  | 2024 | 11                                   | 1                 | 0            | 0                | 0                              | 0                                         | 12                              |
| South Carolina   | 2022 | 20                                   | 0                 | 1            | 0                | 0                              | 0                                         | 19                              |
|                  | 2023 | 19                                   | 0                 | 1            | 0                | 0                              | 0                                         | 18                              |
|                  | 2024 | 18                                   | 0                 | 2            | 0                | 0                              | 3                                         | 13                              |
| South Dakota     | 2022 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2023 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2024 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
| Tennessee        | 2022 | 10                                   | 1                 | 0            | 1                | 0                              | 0                                         | 10                              |
|                  | 2023 | 10                                   | 0                 | 3            | 0                | 0                              | 0                                         | 7                               |
|                  | 2024 | 7                                    | 1                 | 0            | 0                | 0                              | 0                                         | 8                               |
| Texas            | 2022 | 52                                   | 1                 | 5            | 0                | 0                              | 0                                         | 48                              |
|                  | 2023 | 48                                   | 21                | 2            | 0                | 0                              | 0                                         | 67                              |
|                  | 2024 | 67                                   | 3                 | 1            | 0                | 0                              | 0                                         | 69                              |
| Utah             | 2022 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2023 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2024 | 1                                    | 4                 | 0            | 0                | 0                              | 0                                         | 5                               |
| Virginia         | 2022 | 13                                   | 2                 | 1            | 0                | 0                              | 0                                         | 14                              |
|                  | 2023 | 14                                   | 0                 | 2            | 0                | 0                              | 0                                         | 12                              |
|                  | 2024 | 12                                   | 2                 | 1            | 1                | 0                              | 0                                         | 12                              |
| Washington       | 2022 | 9                                    | 0                 | 0            | 0                | 0                              | 0                                         | 9                               |
|                  | 2023 | 9                                    | 0                 | 1            | 0                | 0                              | 0                                         | 8                               |
|                  | 2024 | 8                                    | 0                 | 1            | 0                | 0                              | 1                                         | 6                               |
| Washington<br>DC | 2022 | 0                                    | 1                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2023 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
|                  | 2024 | 1                                    | 0                 | 0            | 0                | 0                              | 0                                         | 1                               |
| West Virginia    | 2022 | 9                                    | 0                 | 1            | 0                | 0                              | 0                                         | 8                               |
|                  | 2023 | 8                                    | 0                 | 0            | 0                | 0                              | 0                                         | 8                               |
|                  | 2024 | 8                                    | 0                 | 1            | 0                | 0                              | 0                                         | 7                               |

| State     | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of Year                    |
|-----------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|-------------------------------------------|
| Wisconsin | 2022 | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                                         |
|           | 2023 | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                                         |
|           | 2024 | 2                        | 0              | 0            | 0            | 0                        | 0                               | 2                                         |
| Totals    | 2022 | 469                      | 11             | 49           | 2            | 0                        | 0                               | 429                                       |
|           | 2023 | 429                      | 42             | 48           | 1            | 0                        | 0                               | 422                                       |
|           | 2024 | 422                      | 55             | 33           | 3            | 0                        | 14                              | <del>427</del> <sup>427<sup>2</sup></sup> |

**NOTES:**

1. In 2024, one CPR Franchise Business in Missouri closed and was later reopened by a different franchisee.
2. [Since December 31, 2024, 19 CPR Franchise Businesses opened and 17 CPR Franchise Businesses were terminated, not renewed, or ceased operations for other reasons.](#)

**TABLE NO. 4**

**STATUS OF AFFILIATE-OWNED OUTLETS FOR YEARS  
ENDING DECEMBER 31, 2022, 2023, AND 2024**

| State  | Year | Affiliate-Owned Outlets at Start of Year | Affiliate-Owned Outlets Opened | Affiliate-Owned Outlets Reacquired from Franchisee | Affiliate - Owned Outlets Closed | Affiliate-Owned Outlets Sold to Franchisee | Affiliate-Owned Outlets at End of Year |
|--------|------|------------------------------------------|--------------------------------|----------------------------------------------------|----------------------------------|--------------------------------------------|----------------------------------------|
| Ohio   | 2022 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |
|        | 2023 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |
|        | 2024 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |
| Totals | 2022 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |
|        | 2023 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |
|        | 2024 | 1                                        | 0                              | 0                                                  | 0                                | 0                                          | 1                                      |

TABLE NO. 5

**PROJECTED OPENINGS  
AS OF DECEMBER 31, 2024**

| <b>State</b>   | <b>Franchise Agreements<br/>Signed but Franchised<br/>Business Not Opened</b> | <b>Projected New<br/>Franchised<br/>Businesses in the<br/>Next Fiscal Year</b> | <b>Projected New Affiliate-<br/>Owned Franchised<br/>Businesses in the Next<br/>Fiscal Year</b> |
|----------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Alabama        | 0                                                                             | 1                                                                              | 0                                                                                               |
| Arkansas       | 0                                                                             | 1                                                                              | 0                                                                                               |
| Arizona        | 0                                                                             | 1                                                                              | 0                                                                                               |
| California     | 2                                                                             | 6                                                                              | 0                                                                                               |
| Colorado       | 0                                                                             | 1                                                                              | 0                                                                                               |
| Connecticut    | 0                                                                             | 2                                                                              | 0                                                                                               |
| Delaware       | 0                                                                             | 1                                                                              | 0                                                                                               |
| Florida        | 0                                                                             | 2                                                                              | 0                                                                                               |
| Hawaii         | 0                                                                             | 2                                                                              | 0                                                                                               |
| Illinois       | 0                                                                             | 2                                                                              | 0                                                                                               |
| Indiana        | 0                                                                             | 1                                                                              | 0                                                                                               |
| Kansas         | 0                                                                             | 1                                                                              | 0                                                                                               |
| Maryland       | 0                                                                             | 2                                                                              | 0                                                                                               |
| Massachusetts  | 0                                                                             | 2                                                                              | 0                                                                                               |
| Michigan       | 0                                                                             | 2                                                                              | 0                                                                                               |
| Minnesota      | 0                                                                             | 1                                                                              | 0                                                                                               |
| Mississippi    | 0                                                                             | 1                                                                              | 0                                                                                               |
| Missouri       | 0                                                                             | 1                                                                              | 0                                                                                               |
| Nebraska       | 0                                                                             | 1                                                                              | 0                                                                                               |
| Nevada         | 0                                                                             | 1                                                                              | 0                                                                                               |
| New Jersey     | 0                                                                             | 4                                                                              | 0                                                                                               |
| New York       | 3                                                                             | 7                                                                              | 0                                                                                               |
| North Carolina | 0                                                                             | 1                                                                              | 0                                                                                               |
| Ohio           | 0                                                                             | 1                                                                              | 0                                                                                               |
| Oregon         | 0                                                                             | 1                                                                              | 0                                                                                               |
| Pennsylvania   | 0                                                                             | 2                                                                              | 0                                                                                               |
| South Carolina | 0                                                                             | 1                                                                              | 0                                                                                               |
| Tennessee      | 0                                                                             | 1                                                                              | 0                                                                                               |
| Texas          | 0                                                                             | 2                                                                              | 0                                                                                               |
| Utah           | 1                                                                             | 1                                                                              | 0                                                                                               |
| Virginia       | 0                                                                             | 1                                                                              | 0                                                                                               |

| State         | Franchise Agreements Signed but Franchised Business Not Opened | Projected New Franchised Businesses in the Next Fiscal Year | Projected New Affiliate-Owned Franchised Businesses in the Next Fiscal Year |
|---------------|----------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------|
| Washington    | 0                                                              | 1                                                           | 0                                                                           |
| <b>TOTALS</b> | <b>6</b>                                                       | <b>55</b>                                                   | <b>0</b>                                                                    |

## **ITEM 21** **FINANCIAL STATEMENTS**

Attached hereto as Exhibit H are the audited consolidated financial statements of SOSI CPR LLC as of December 31, 2024 and December 31, 2023, and the related statements of operations, changes in member's equity, and cash flows for the years then ended December 31, 2024, 2023, and 2022. SOSI CPR LLC has guaranteed our performance with you. A copy of the Guaranty of Performance is included as Exhibit I.

## **ITEM 22** **CONTRACTS**

The following agreements are attached as exhibits to this Disclosure Document:

- A. Franchise Agreement with Addenda
  - Schedule 1 – Site and Designated Area
  - Schedule 2 - General Release Language
  - Schedule 3 - Electronic Payment Authorization
  - Schedule 4 – Entity Information
  - Schedule 5 - Owner's Guaranty and Assumption of Entity Franchisee's Obligations
- A-1 GROWTH Addendum
- A-2 SCP Addendum
- A-3 SAVE Addendum
- A-4 Agreement for Approved Fixtures, Tools, and Equipment Funding
- A-5 Agreement for Approved Fixtures Funding
- B Multi Store Development Agreement
- C. State Addenda to Franchise Agreement
- D. Representations and Acknowledgment Statements

## **ITEM 23** **RECEIPTS**

Two copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit K. Please sign and date one copy and return it to us. Retain the other copy for your records.

**EXHIBIT A TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

---

**FRANCHISE AGREEMENT**



**MMI-CPR, LLC dba Cell Phone Repair**

**FRANCHISE AGREEMENT**

Franchisee

CPR of \_\_\_\_\_

Store Address

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**MMI-CPR, LLC dba Cell Phone Repair  
FRANCHISE AGREEMENT**

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

**PARTIES:** MMI-CPR, LLC dba Cell Phone Repair, is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (the “Franchisor”, “we,” “us” or “our”); and

ENTITY, a/an STATE OF FORMATION  
 (“Entity Franchisee,” “you” or “your”)

doing business as CPR of LOCATION NAME

**THE PARTIES AGREE AS FOLLOWS:**

**1. BUSINESS BACKGROUND AND ACKNOWLEDGMENTS**

**1.1 The Cell Phone Repair System.** We have developed methods of marketing and operating businesses providing repair services we authorize (the “**Services**”) for smart phones, cell phones, laptops, game systems, and other electronic devices (collectively, the “**Devices**”) and selling certain Devices and accessories for the Devices (together, the “**Products**”) as we authorize, collectively referred to herein as “**CPR Franchise Businesses.**” CPR Franchise Businesses operate according to the System (as defined below) and include a distinctive method for promoting, advertising, managing, and selling the Services. We identify CPR Franchise Businesses and various components of the System by the Marks (as defined below). You are executing this Agreement because you expressed the desire to operate a CPR Franchise Business.

**1.2 Acknowledgments.** By signing this Agreement, you acknowledge and agree that:

A. The terms of this Agreement are reasonable and necessary to maintain our high quality and uniform service standards and to preserve the goodwill of the Marks; therefore, it is important that you operate your CPR Franchise Business in strict conformity with the System Standards (as defined below).

B. The System may change over time as we specify, and you will be required to conform with such changes. We may have offered franchises in the past and may offer franchises in the future on economic and/or other terms, conditions, and provisions which may materially differ from those offered by this Agreement.

C. No contingency, prior requirement, or otherwise (including, but not limited to, obtaining financing) exists with respect to you fully performing any or all of your obligations under this Agreement.

D. You have represented to us, as an inducement to our entering into this Agreement, that all statements you have made and all materials you have provided are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the Franchise.

E. In all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity, and your business dealings with them as a result of this Agreement are deemed to be only between you and us.

F. Your acknowledgements, representations, and other statements in this Section 1.2 are made under penalty of perjury, and we are relying on you to bring forward in writing prior to signing this Agreement any matters inconsistent with this Section 1.2. You agree that if any of the statements or matters set forth in this Section 1.2 are not true, correct, and complete that you will make a written statement regarding such next to your signature below.

## 2. **DEFINITIONS.**

To simplify this Agreement and make it easier to read and understand, we have defined certain terms used in this Agreement. When you see a capitalized word, or if you do not understand the meaning of a particular pronoun reference, refer to this Section to see whether the term has been defined. Capitalized words that are not defined in this Section are defined in the section where they first appear.

**“Affiliate”** - any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. “Control” means the power to direct or cause the direction of management and policies.

**“Agreement”** - This Franchise Agreement.

**“Business Day”** - A day in which United States federal banks are open to the public for transacting business.

**“Cell Phone Repair Franchise Business”** - The CPR Franchise Business you own and operate within the Designated Area pursuant to this Agreement.

**“Commencement Date”** - The date specified on Page 1 of this Agreement which is the first day of the Term.

**“Confidential Information”** - All information used or useable (current or future) in connection with the operation of each CPR Franchise Business, including, but not limited to: (1) training programs and operations materials (including the Operations Manual); (2) the System; (3) market research and marketing strategies (including expansion strategies and targeted demographics); (4) any software or technology which is proprietary to us or the System, including digital passwords and identifications and any source code of, and data and reports generated by the software or similar technology; (6) the operating results and financial performance of CPR Franchise Businesses; (7) information generated by, or used or developed in, any CPR Franchise Business, including information relating to customers such as customer names, addresses, telephone numbers, e-mail addresses, buying habits, preferences, demographics, and related information; and (8) any other information designated as confidential or proprietary by us. Confidential Information does not include information, knowledge, or know-how, which is lawfully known to the public without violation of applicable law or an obligation to us or our affiliates.

**“CPR Conversion”** If you own an existing mobile device repair business, meet our Franchisee qualifications, and we approve you to re-brand (as described below) your existing mobile device repair business location to a CPR Franchise Business as further described in the SCP Addendum between you and Franchisor.

**“Designated Area”** The geographic area that is defined on the attached Schedule 1 to this Agreement once a Site (as defined below) is determined. The Designated Area population may vary depending upon the characteristics and demographics related to the particular Designated Area.

**“Entity Franchisee”** - Includes a corporation, partnership, joint venture, limited liability company, limited partnership, or other form of business recognized in any jurisdiction signing this Agreement.

**“Equipment”** - Equipment that meets our requirements and is required to operate your CPR Franchise Business.

**“Franchise”** - The right or license to operate a CPR Franchise Business as specified in and under the terms of this Agreement.

**“General Release”** - A General Release, in a form prescribed by us, of any and all claims, liabilities and/or obligations, of any nature whatsoever, including those arising between the Commencement Date and the date of any such release, however arising, known or unknown, whether against us and/or any or all of our Affiliates. A copy of our current form of general release is attached as the Schedule 2 to this Agreement.

**“Gross Volume”** - Gross Volume includes all receipts from all of your sales:

A) conducted by, at, or in connection with the CPR Franchise Business you own per the terms of this Agreement;

B) relating to the kinds of goods or services available now or in the future through CPR Franchise Businesses you own and/or distributed in association with the Marks or the CPR Franchise Businesses you own per the terms of this Agreement; and/or

C) with respect to any co-branding activities.

Gross Volume includes payments received by credit card, with no deduction for credit card or other charges. Gross Volume does not include customer refunds, amounts that have not been collected, or any sales taxes paid to any federal, state, municipal or other governmental authority.

**“Intellectual Property”** - All registered and unregistered copyrights, Marks, Trade Dress and/or Trade Secrets, patents (including, without limitation, patents, patent applications and/or items which may be the subject of patent applications), the design and operation of the CPR Franchise Business, processes and corporate names, developed by the Company, as well as any secret process or Confidential Information, which is designated by us, from time to time and in our reasonable discretion, for use with the System.

**“Image”** - A specific style and appearance created by us to identify the System and includes names, Marks, color schemes and designs as well as identification badges, uniforms and stationery.

**“Manuals”** - Written, video, audio and/or software media (including materials distributed electronically), regardless of title, containing specifications, standards, policies and procedures prescribed by us from time to time, and subject to changes in our sole discretion, and to be followed by you in the operation of your Cell Phone Repair Franchise Business and your performance under this Agreement, including (but not limited to) all Products and Services to be sold and/or provided at or from your CPR Franchise Business and/or in association with the Marks.

**“Marks”** - The trademarks, service marks and other commercial symbols and designs now and/or in the future owned by (or licensed to) us to identify the Services and/or Products offered by CPR Franchise Businesses, including (but not limited to) “CPR,” “Cell Phone Repair”, “REPAIR2U”, the Trade Dress and other logos, slogans and identifiers designated by us from time to time.



**“Re-branding”** – Changes required by use to convert your business to a CPR Franchise Business which are subject to change but may include interior and exterior signage, paint, etc.

**“Royalty”** - The periodic fee(s) payable by you to us for your CPR Franchise Business pursuant to Section 5.3 of this Agreement that is based on Gross Volume for the previous calendar year.

**“Similar Business”** - Any enterprise or entity that offers or is otherwise involved in or deals with the repair of cell phones, “smart” phones, tablets, computers and video games, or the sale of accessories and related products and services offered by CPR Franchise Businesses, including any such enterprise or entity awarding franchises or licenses to operate or be involved with any such business.

**“Site”** – The location set forth on Schedule 1 to this Agreement. If the Site has not been determined as of the Commencement Date, the Site shall be the location selected in accordance with Section 6.1 hereof.

**“System”** - The distinctive format and method of marketing and operating retail and repair type services developed and/or used in the operation of each CPR Franchise Business, including certain proprietary knowledge, procedures, formats, systems, printed materials, applications, specifications, standards, and techniques authorized or developed by us that feature distinctive signs, brochures, contracts and related forms, formats, procedures, and advertising, all of which is subject to change by us in our sole discretion.

**“System Standards”** – The mandatory or suggested specifications, standards, operating procedures, rules, and policies for the registration, use, content, or management of online presences, or other technology systems, solutions, or products that we periodically prescribe for operating CPR Franchise Businesses.

**“Term”** - The period set out in Section 3.3.

**“Trade Dress”** - The Cell Phone Repair design and Image authorized and owned by us for CPR Franchise Businesses subject to change by us in our sole discretion.

### 3. **AWARD OF FRANCHISE: GUARANTIES: TERM**

3.1 **Award of Franchise: Restrictions.** We are pleased to offer you a Franchise to operate a CPR Franchise Business within the Designated Area as per the attached Schedule 1 to this Agreement, and to use the Marks and System in the operation of your CPR Franchise Business. You will perform your obligations under this Agreement honestly and continuously exert your best efforts to promote and enhance your CPR Franchise Business and maximize business volume. You will not engage in any other business or activity that may conflict with your obligations under this Agreement or reduce the Gross Volume of your CPR Franchise Business. The Franchise awarded to you by this Agreement is to operate your CPR Franchise Business and to use the Marks and the System solely for the purposes of conducting such business in accordance with the provisions of this Agreement, the Manuals or as otherwise communicated to you from time to time. You will not (without our prior written consent) (a) operate a CPR Franchise Business or service customers at any location other than the Site (if you are operating a physical CPR Franchise Business), (b) sell any products or services other than the Products and Services, (c) sell any products or services at wholesale or through any channel of distribution not authorized by us, (d) use the System, Marks or Equipment for any purpose other than to operate CPR Franchise Businesses; or (e) conduct any activities other than a CPR Franchise Business at the Site. Per the terms of our customer solicitation policy (which is found in the Operations Manual and is subject to change), you may not directly solicit customers located outside of your Designated Area. However, if you are a CPR Conversion Franchise you are authorized to

directly solicit existing customers regardless of such customers location. Also, you are not prohibited from acquiring new customers as a result of indirect marketing regardless of customer location. We reserve the right to modify the Products and Services you are authorized to sell at any time.

3.2 **Entity Franchisee.** One or more of your Entity Franchisee owners shall guarantee your performance of, and be bound by, your obligations under this Agreement. Our current form of guaranty is attached as the Schedule 5 to this Agreement.

3.3 **Term.** The Franchise is awarded for an initial term of five (5) years from the Commencement Date on page 1 hereof.

#### 4. **DESIGNATED AREA**

4.1 **Designated Area.** You and we acknowledge and agree that under this Agreement, we are awarding you a license to operate a CPR Franchise Business within a Designated Area. We will determine your Designated Area, and it will be defined by contiguous zip codes and assigned a unique location name. The Designated Area will be comprised of a population of approximately 80,000-140,000 people based on the most recent census data. However, in no case will the Designated Area extend more than two (2) miles if the CPR Franchise Business is located in a metropolitan service area with a population of 500,000 people or more and no more than three (3) miles if the CPR Franchise Business is located in a metropolitan service area with a population of less than 500,000 people. Subject to our rights as set forth in this Agreement and as long as you remain in full compliance with this Agreement, we will not open or award a franchise for another CPR Franchise Business within the Designated Area. Your rights in the Designated Area are exactly (and only) as expressly set forth in this Agreement.

4.2 **Reservation of Rights.** This Agreement does not include a grant to you of any rights with respect to other and/or related businesses, products and/or services, in which we or our Affiliates may be involved, now or in the future. We and our Affiliates expressly reserve all other rights, including among them the right to:

A. sell or otherwise distribute any products (including the Products) or services (including the Services) anywhere, whether at wholesale, retail or otherwise and whether or not using the Marks or System, without restriction of any kind, in any alternative or other channel of distribution (except for a CPR Franchise Business located within the Designated Area), including but not limited to the Internet, World Wide Web and/or similar venues, whether or not located in the Designated Area, and to customers located anywhere;

B. use and license others to use, the Marks and the System for the operation of CPR Franchise Businesses at any location outside of the Designated Area;

C. use and license the use of alternative marks or methods in connection with the operation of businesses which may provide cell phone repair services at any location, which businesses may be the same as, similar to, or different from CPR Franchise Businesses;

D. to offer and sell any products and services under the Marks or other trademarks and service marks that are offered by a CPR Franchise Business at or through any permanent, temporary, or seasonal facility, in any stadium, shopping mall, entertainment or amusement park, airport, highway travel plaza, museum, university, elementary or secondary school, office or commercial building, hospital, military facility, or at special events in the Designated Area;

E. acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we (and/or any of our Affiliates) are acquired, and/or company-owned, franchised, or other businesses (including your CPR Franchise Business) are converted to another format, maintained under the System or otherwise; and

F. sell all or substantially all of our assets (through an asset or stock transaction) and following such assignment the assignee's affiliates will not be prohibited from operating or franchising a Similar Business within your Designated Area.

## **5. PAYMENTS BY FRANCHISEE**

**5.1 Initial Franchise Fee.** If this Agreement is for your first CPR Franchise Business, you agree to pay us an initial franchise fee in the amount of \$19,900. If this Franchise Agreement is for your second or subsequent CPR Franchise Business, you must pay us an initial franchise of \$9,900. If you are a CPR Conversion, we will waive the initial franchise fee. **The initial franchise fee is entirely non-refundable.**

**5.2 Training Fees.** Prior to attending the training program, if this Agreement is for your first CPR Franchise Business you agree to pay us a training fee of \$16,000 for you (or your principal owner) and one (1) manager and one (1) technician to attend our training program described in Section 10.2. Subject to our sole discretion and availability, we may allow you to send up to three (3) additional employees to our training program. There is a fee of \$1,000 for each additional technician. **This training fee is not refundable under any circumstances.** If you are a CPR Conversion or an existing CPR Franchisee, or current/former employees of a CPR Franchise Business purchasing a CPR Franchise Business, the training fee may be waived. You are responsible for all travel, meals, lodging and similar costs for you and your representatives to attend training.

**5.3 Royalty - Percentage, Minimum and Payment Dates.** You agree to pay a Royalty of 5.8% based on the Gross Volume of your CPR Franchise Business twice per month (or otherwise as we require from time to time with appropriate pro-rata adjustments if the period changes). You must pay us the Royalty within three (3) days after such accounting period. Your Royalty due shall be the greater of: (i) the amount calculated using the applicable percentage above or (ii) \$600 twice per month ("Royalty Minimum"). The Royalty Minimum shall be waived for the first six (6) months your Franchised Business is open and operating. From the seventh (7<sup>th</sup>) month onward, the Royalty Minimum shall apply. You must continue to pay your Royalty even in the event of a temporary closure. In the event of transfer, the Royalty Minimum shall begin immediately after such transfer.

**5.4 National Advertising Fund.** We have established a National Advertising Fund ("NAF"). The current monthly contribution required to be made to the NAF is \$285. The monthly fee is subject to an inflation adjustment. In the future, we reserve the right to charge up to 2% of Gross Volume as your monthly NAF contribution.

**5.5 Initial Purchases.** Prior to opening your CPR Franchise Business, you agree to pay the total amount of your opening inventory purchases as well as any costs for required signage, fixtures, equipment, décor, and other required expenditures. These payments are not refundable under any circumstances.

**5.6 Technology Fee.** You are currently required to pay a monthly technology fee of \$150 per month. We reserve the right to increase the technology fee up to \$200 per month upon written notice to you. The technology fee is for your use of technology training, our proprietary software, websites, and other technology services we provide to you or obtain on your behalf. You must utilize the technology services

as we mandate in the Operations Manual; such required technology services are subject to change from time to time (e.g., RepairQ and the catalog of repair parts which is utilized by such POS system).

**5.7 National Account Administrative Fee.** If you choose to participate in our National Accounts program described in Section 8.4, we may charge you an administrative fee, which shall not exceed 6.5% of your Gross Volume derived from National Accounts (i.e. K-12 programs, warranty programs, OEM programs, etc.). Such fees shall be used by us to provide certain support services for such National Accounts.

**5.8 Electronic Funds Transfer.** You must participate in our then-current electronic funds transfer program and pay all Royalties, NAF contributions, National Account Administrative Fees, and other amounts through that program under the time period required by us (or otherwise as we specify from time to time in our sole discretion). All payments must be received by us or credited to our account by pre-authorized bank debit before 5:00 p.m. Eastern Standard Time on the date payment is due. You agree to ensure that funds are available in your designated account to cover our withdrawals. We may require you to pay any amounts due under this Agreement or otherwise by means other than electronic funds (e.g., by check or credit card) whenever we deem appropriate, and you agree to comply with our payment instructions. Failure to ensure necessary funds to cover our withdrawals shall be a default of this Agreement.

**5.9 Late Payments.** We may charge you a late payment penalty fee of \$25 per day for each day payment is past due. All amounts you owe us bear interest at the highest applicable legal rate for open account business credit, but not to exceed 1.5% per month.

**5.10 Application of Payments, Set-Offs etc.** Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your Affiliates owe us against any amounts we owe you or your Affiliates.

**5.11 No Offset or Retention of Funds.** You may not offset or withhold payments owed to us for amounts purportedly due to you (or any Affiliate of yours) as a result of any dispute of any nature or otherwise but will pay such amounts to us and only thereafter seek reimbursement.

## **6. SITE SELECTION, LEASE OF SITE, AND DEVELOPMENT AND OPENING OF YOUR CPR FRANCHISE BUSINESS**

**6.1 Site Selection.** We recommend that you engage a real estate broker and review the information provided in the onboarding process regarding Site selection. We are not obligated to provide information about selecting and analyzing a Site. You acknowledge and agree that, if we give you information regarding a location for the Site, it is not a representation or warranty of any kind, express or implied, of the location's suitability for a CPR Franchise Business or any other purpose. Our recommendation indicates only that we believe that the site or business meets our then acceptable criteria. Applying criteria that have appeared effective with other sites, premises and/or businesses might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site, premises and/or business. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a location we recommend fails to meet your expectations. You acknowledge and agree that your acceptance of the Franchise and selection of the Site are based on your own independent investigation of the suitability of the site for your CPR Franchise Business. You agree to provide us with certain demographic information and photographs of the Site for our review. In order to ensure that your Site is within your Designated Area, you may operate your CPR Franchise Business only at the Site we approve in writing. Once you have submitted a proposed site to us and have provided us with all information we require regarding the site, we will take no more than 45 days to either approve or deny approval of your proposed Site.

6.2 **Lease.** We recommend that you engage professional advisors, including legal counsel, to assist with the negotiation of the Lease. If the Lease expires or is terminated without your fault, or if the location of the Site is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate your CPR Franchise Business to a new site acceptable to us. Any relocation will be at your sole expense. You acknowledge that we may require the lease for your Site contain a clause that will allow us or our affiliate to assume your lease at our option upon the termination or expiration of this Agreement.

6.3 **Site Development.** We must approve all development plans for your Site. Upon your request, we agree to assist in the development of your Site; provided that you must enter into all contracts and pay all expenses, for the construction and development of your Site, including all licenses and permits. You acknowledge and agree that any development assistance we provide at a particular Site is not a representation or warranty of any kind, express or implied, of the Sites profitability or suitability for a CPR Franchise Business. Before you open your CPR Franchise Business, we may require you to, at your expense: (a) obtain and submit to us for approval detailed construction plans and specifications and space plans for your CPR Store that comply with any design specifications provided by us and all applicable ordinances, building codes, permit requirements, and lease requirements and restrictions; (b) obtain all required zoning changes, planning consents, building, utility, sign and business permits, licenses and approvals and any other consents, permits and licenses necessary to lawfully open and operate your CPR Franchise Business; (c) construct all required improvements in compliance with construction plans and specifications approved by us; (d) decorate your CPR Store pursuant to our guidelines; and (e) purchase and install all Equipment (including the computer hardware and software system described in Section 7.5 hereof), furniture, fixtures and signs. You agree to use in operating your CPR Store only those items described in subparagraph (e) above that we approve for CPR Franchise Businesses as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display at the Site (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of development materials only from suppliers we designate or approve (which may include or be limited by us).

6.4 **Opening Requirements.** You may not open your Site as a CPR Franchise Business until: (a) we notify you that your Site has been approved; (b) you (or your principal owner) complete our initial training program (described in Section 10.2) to our satisfaction; and (c) you pay the initial franchise fee and all other amounts then due to us. You must open your CPR Franchise Business to the general public within six (6) months after the Commencement Date. If you are a CPR Conversion you must complete Re-branding within three (3) months after the Commencement Date. Failure to do may result in the termination of this Agreement.

## 7. **OPERATIONS AND SYSTEM STANDARDS**

7.1 **System Compliance; Regular Upgrading.** You will always operate your CPR Franchise Businesses in full compliance with our then-current System Standards reflected in the Manuals, as each is modified by us from time to time.

In particular, you will promptly comply with all ongoing requirements, standards and operating procedures relating to the operation, appearance, function, cleanliness, Products, Services, days and hours of operation, and otherwise with respect to your CPR Franchise Business (including use of specified Equipment, Products, Services, programs and computer hardware and software), and with our other requirements for a CPR Franchise Business. Mandatory specifications, standards and operating procedures prescribed from time to time in the Manuals, or otherwise communicated to you in writing, electronically



or otherwise, will constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all such mandatory specifications, standards, and operating procedures.

Your CPR Franchise Business will always be maintained by you in the same first- class condition, and presented to the public with the same features, programs, equipment, decor and otherwise, and offering the same Products and Services, as new CPR Franchise Businesses and you will, at your sole expense, promptly undertake all changes as are required by us from time to time, in our reasonable discretion, including purchasing new Equipment and signage; compliance with all then-current standards for design, trade dress and software; changing any Products and/or Services offered, methods of operation and otherwise as we may require to reflect our then-current System requirements. If you fail to do so, we may do so on your behalf and for your account and require that you reimburse us within ten (10) days of our submission to you of any invoice.

You will not make any alterations to your CPR Franchise Business, as originally approved by us, the Equipment or any Products or Services offered by you without our prior written approval. You must place or display at your CPR Franchise Business(es) any and all Product inventory, signs, logos and advertising materials as specified by us from time to time.

**7.2 Designated Equipment, Products, Services and/or Suppliers.** You must purchase, use, and offer such types, brands, and/or quality of Equipment, Products, and Services and/or suppliers as we designate (when such designation is in compliance with applicable state regulations). Such suppliers may be limited by us and may include us and our affiliates. We may designate a single supplier or limited number of suppliers and may also designate a supplier only as to certain items and may concentrate purchases with one or more suppliers in our sole discretion (and when such designation is in compliance with applicable state regulations). We currently require you to purchase repair parts and screen protection solutions for cell phones and mobile devices from our respective designated suppliers. Unless otherwise consented to by the parties, we reserve the right to designate another supplier as the designated or exclusive supplier of repair parts for cell phones and mobile devices.

We may approve additional suppliers in our sole discretion based on our criteria relating to frequency of delivery and standards of service, including prompt attention to complaints, payment terms, or contributions or other consideration provided to us. We may, from time to time, withhold, condition and/or revoke our approval of particular items or suppliers in our sole discretion. We may receive rebates and other benefits from suppliers in relation to items purchased by you and/or other franchisees. You will notify us in writing (and submit to us such information and samples as we request) if you propose to purchase, use or offer any type, brand and/or quality of items that have not been previously specified or approved by us, or if you propose to use any supplier who has not been previously specified or approved by us for the proposed item. There is no cost associated with our review and evaluation of any proposal. We will notify you within a reasonable time (typically thirty (30) days) whether or not the proposed item or supplier meets our approval. We will not unreasonably deny a request to approve a proposed supplier; provided, however, that if we have negotiated an exclusive vendor contract, we will not approve any other proposed suppliers for such items.

**7.3 Identification with System and Image.** We will authorize you to identify your CPR Franchise Business as a franchisee of the System and to conduct such business using the System and Image, subject to the requirements of this Agreement and the Manuals.

**7.4 Information Security.** You may from time to time have access to information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, credit card information, government-issued identification numbers, and credit report information (“**Personal Information**”). You may gain

access to such Personal Information from us, our affiliates, our vendors, or your own operations. You acknowledge and agree that all Personal Information (other than Restricted Data, defined below) is our Confidential Information.

During and after the Term, you (and if you are conducting business as an Entity Franchisee, each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all Personal Information only in strict accordance with all applicable laws, regulations, orders, the guidance and codes issued by industry or regulatory agencies, and the privacy policies and terms and conditions of any applicable online presence or social media website; (b) assist us with meeting our compliance obligations under all applicable laws and regulations relating to Personal Information, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other data subject to access, correct, delete, opt-out of, or limit activities relating to any Personal Information.

If you become aware of a suspected or actual breach of security or unauthorized access involving Personal Information, you will notify us immediately and specify the extent to which Personal Information was compromised or disclosed. You also agree to follow our instructions regarding curative actions and public statements relating to the breach. We reserve the right to conduct a data security and privacy audit of your CPR Franchise Business and your Computer Systems at any time, from time to time, to ensure that you are complying with our requirements. You must promptly notify us if you receive any complaint, notice, or communication, whether from a governmental agency, customer or other person, relating to any Personal Information, or your compliance with your obligations relating to Personal Information under this Agreement, and/or if you have any reason to believe you will not be able to satisfy any of your obligations relating to Personal Information under this Agreement.

Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following Personal Information (collectively, the “**Restricted Data**”): (1) any Personal Information of the employees, officers, contractors, owners, or other personnel of you, your affiliates, or your CPR Franchise Business; (2) such other Personal Information as we from time to time expressly designate as Restricted Data; and/or (3) any other Personal Information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for other Personal Information, you have sole and exclusivity responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all applicable laws, regulations, orders, and the guidance and codes issued by industry or regulatory agencies applicable to such Restricted Data.

**7.5 Compliance with Laws and Ethical Business Practices.** You will operate your CPR Franchise Business in full compliance with all applicable laws, ordinances, and regulations, including all licensing requirements. You will not engage in any illegal discriminatory practices. We make no representations as to what (if any) licenses, permits, authorizations or otherwise will be required in connection with your establishment or operation of your CPR Franchise Business. It is your sole responsibility to determine what licenses, permits, authorizations or otherwise are required and to obtain them, all at your expense. You will, in all dealings with your customers, suppliers and public officials, adhere to high standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any practice which may injure the goodwill associated with the Marks. You will notify us in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which relates to, or which may affect the operation or financial condition of, you, your CPR Franchise Business and/or the Marks.

You agree to comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders, or otherwise relating to anti-terrorist activities, including, without limitation, the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, you agree not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to your CPR Franchise Business as may be required by us or by law. You hereby warrant to us, as an express consideration for the franchise granted hereby, that neither you nor any of your employees, agents, or representatives, nor any other person or entity associated with you, is now, or has been:

1. Listed on: (a) the U.S. Treasury Department's List of Specially Designated Nationals; (b) the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders; (c) the U.S. State Department's Debarred List or Nonproliferation Sanctions; or (d) the Annex to U.S. Executive Order 13224. Any person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or is owned or controlled by terrorists or sponsors of terrorism.
2. A person or entity who assists, sponsors, or supports terrorists or acts of terrorism, or is owned or controlled by terrorists or sponsors of terrorism.

You further covenant that you are now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by you to us or our affiliates are and will be legally obtained in compliance with these laws. You agree not to, and to cause all employees, agents, representatives, and any other person or entity associated with you not to, during the term of this Agreement, take any action or refrain from taking any action that would cause such person or entity to become a target of any such laws and regulations.

#### **7.6 Computer Hardware and Software System.**

A. You must purchase, use, maintain and update, at your expense, the software, computer and other systems meeting our specifications. We may modify our specifications at any time. You agree to maintain your systems online to allow us access to system data and information. You agree to comply with our then-current Terms of Use and Privacy Policies as detailed in the Operations Manual and any other requirements regarding all computer and other systems, including Internet usage. Supplier and/or licensor charges for use, maintenance, support and/or updates of and to the required systems are payable at your expense. Neither we nor any of our Affiliates will have any liability and/or obligation (and neither you nor any Affiliate of yours, will make any claims) about any failures, errors or any other occurrences relating to any computer or system hardware or software without an express written warranty from us, even if recommended or specified by us.

B. You will continuously use, maintain, and update computer and other systems and software programs which meet such specifications as we designate, from time to time and in our reasonable discretion, and which, in some cases, may include components only available from us, our Affiliates and/or suppliers approved by us.

C. We may require you to obtain specified computer hardware and/or software, including, without limitation, a license to use proprietary or non-proprietary software developed by us or others. You agree to pay all costs in connection with obtaining, maintaining, upgrading, etc. the computer hardware and software and other systems (and additions, modifications, maintenance, or support). Within sixty (60) days after you receive notice from us, you will obtain, install, and thereafter use the components of the computer and other systems that we designate from time to time. We have the right to charge a reasonable fee for the license, modification, maintenance, or support of proprietary software that we may license to you and



other goods and services that we or our Affiliates furnish to you related to the computer and other systems.

**7.7 Management and Personnel of Your CPR Franchise Business - Training.** We recommend, but will not require, that you (or your principal owner) be directly involved in the daily management of your CPR Franchise Business. Any employee managing your CPR Franchise Business must meet all of our qualifications and training requirements set forth in the Manuals, and you must provide us with the contact information of this employee for purposes of receiving communications on your behalf.

You and we understand and agree that it may be necessary for you to hire employees to operate your CPR Franchise Business. You agree that each such employee will sign a confidentiality and non-disclosure agreement as designated by us. You shall be solely responsible for the supervision, termination, terms of employment, compensation, and training of all of your employees and any independent contractors you may retain.

**7.8 Insurance.** You will maintain in force, at your own expense, the insurance coverage that we require as described in the Operations Manual, including workers' compensation and employer's liability insurance (or a copy of your state-filed rejection form or waiver, if and where applicable), commercial general liability insurance (including products and completed operations liability coverage and additional insured status), and automobile liability insurance coverage, from insurance carriers meeting our requirements as outlined in the Operations Manual. We may revise the types and amounts of coverage required under such policies and require different and/or additional kinds of insurance at any time.

The insurance coverages as outlined are not intended to take the place of competent advice from a qualified insurance agent, attorney, or other expert. You may need to purchase insurance in addition to what we list in order to properly protect your business. Please consult your expert.

Each liability insurance policy shall designate us, as provided in the Operation Manual, and any parent or affiliate we designate, as an additional insured. A fee may be charged by your insurance carrier for this. Each policy must contain a waiver of all subrogation rights against us, our affiliates and any of our successors or assigns, and must apply as primary without contribution from any insurance policy carried by us as further specified in the Operations Manual.

You must advise us if any insurer notifies you that any insurance policy will be cancelled or materially altered, with at least 30 days' prior written notice to us. At our request, you must provide us with a certificate of insurance evidencing all insurance policies and our additional insured status. At our request, you must also provide us with: (1) a copy of each insurance policy to be maintained by you; and (2) evidence of premium payment for each such policy. Failure by us to request a certificate of insurance, a copy of the policy, or proof of premium payment shall not relieve the requirement on your part to carry the indicated insurance coverage.

Your obligation to maintain insurance coverage will not be affected by reason of any separate insurance maintained by us, nor will the maintenance of such insurance relieve you of any obligations under this Agreement or otherwise. The required insurance will be set forth in the Operations Manual which may be updated periodically. In the event of any conflict with respect to insurance between this Agreement and the Operations Manual, the Operations Manual shall control.

**7.9 Toll-Free Number; Secret Shoppers; etc.** We can institute various programs for verifying customer satisfaction and/or your compliance with all operational and other aspects of the System, including (but not limited to) marketing research surveys, a toll-free number, customer comment cards, secret shoppers, "phone phantom" or otherwise. We will share the results of such programs as they pertain

to your CPR Franchise Business with you. You will reimburse us for the costs associated with any and all such programs. We may require you to use our toll-free number that dials an automated system which sends customers to the nearest CPR Franchise Business based on a zip code locator; such requirement is subject to change.

7.10 **Mandatory Conference Attendance.** We may require that you (or your principal owner) attend a Cell Phone Repair conference once a year. We will not charge you an attendance fee, but we may charge for materials, meals, entertainment, special programs and otherwise, and you will bear all other costs of attendance, including the travel and living expenses for you and your representatives to attend the conference.

7.11 **Franchisee Committees.** We may, but are not obligated to, form various franchisee committees selected by us in our sole discretion, which shall provide us with input as we may request from time to time. The committees will exist at our pleasure, and we are not obligated or bound by any input provided by the committees. The committees will consist of franchisees in full compliance with this Agreement and/or our representatives. We have the right to add or remove members of the committees in our sole discretion.

7.12 **Program Participation.** We can condition your participation in any program, whether with suppliers, referral sources or otherwise as we determine in our reasonable discretion, including our requirement that you be in full compliance with this Agreement; provided that we may also deem any noncompliance with this Agreement as a default.

7.13 **Pricing.** You have the right to set your own prices, except that we can specify maximum and minimum prices for goods or services to the greatest degree permitted by law. You must fully honor all coupons, price reductions and other promotions/programs as directed by us. Notwithstanding the foregoing, if we specify a maximum price and such price is lower than your actual costs of goods sold, you will be permitted to exceed the maximum price to the extent necessary to cover your actual costs of goods sold.

7.14 **Telephone Numbers and Listings.** You agree to irrevocably assign to us all telephone numbers and listings utilized or to be utilized by you in the operation of your CPR Franchise Business. We shall assume the performance of all of the terms, covenants, and conditions of the agreement(s) with the telephone company with respect to such telephones, telephone numbers, and telephone listings with the same force and effect as if you had been originally issued such telephone, telephone numbers, telephone listings and the usage thereof. It applies equally to all numbers added during the Term. The telephone company is authorized to rely upon this assignment at any time. You and we each agree to sign any other documents necessary in the opinion of the telephone company to give effect to this assignment.

## 8. **CUSTOMERS**

8.1 **Customers.** You acknowledge that the System is dependent on (among other things) the establishment and maintenance of good relationships with your customers. You therefore agree (a) to adopt and adhere to all aspects of the System, including (among others) timing requirements in relation to customer inquiries or quote requests; and (b) to immediately report all customer complaints to us and to participate in any procedures specified by us for the resolution of such complaints. In addition, you will fully cooperate with all means of quality control as we specify from time to time and pay any expenses pursuant to Section 7.8 hereof. You agree that you will participate in any gift card, customer loyalty or other customer program that we may designate.

**8.2 Third-Party Programs.** We may, from time to time, enter into contracts with third-party warranty service providers or Device manufacturers or retailers to provide Services, which may be through a warranty or insurance protection program. You may enter into contracts directly with customers to provide Services pursuant to a warranty, insurance, or similar program with our prior written approval; provided that if the scope of the program extends outside your Designated Area, you agree to notify us so that we may contract with the third party to encompass a broader geographic area. You agree to sign any and all agreements, or comply with the terms and conditions, provided to you by us or such third parties to provide Services under any warranty, insurance or similar program approved by us, including any requirement to pay a referral fee to such third parties. You must provide any and all Services to customers who have a warranty or insurance program supported by any CPR Franchise Business and you are solely responsible for seeking reimbursement for the Products supplied and/or Services provided. We may require you to offer specific warranties to customers as defined in the Operations Manual.

**8.3 Referrals.** We will maintain a website which shall receive potential business inquiries from existing and prospective retail customers. We may (i) operate a customer support phone number which shall receive potential business inquiries from existing and prospective retail customers, or (ii) enter into contracts with third parties as described in Section 8.2 above. With respect to Service requests we receive in your Designated Area through the programs described in the preceding sentence, we shall refer customers to you or invite you to submit a price quote for the requested Services; provided that (1) you are in full compliance with this Agreement and (2) we determine that you possess the qualifications and experience necessary to provide the Services requested. Notwithstanding the foregoing, any customer may request that a particular CPR Franchise Business perform Services for such customer, even if the Service request is in your Designated Area. We will not charge you an additional referral fee (beyond the Royalty Fees per Section 5.3 of the Agreement). However, we reserve the right to charge you any applicable national account premiums due per the terms of such national accounts.

**8.4 National Accounts.** We may, in our sole discretion, develop national and regional accounts ("National Accounts") that intend to use more than one franchisee to handle providing services to certain national and regional customers. We may, at our election, provide these services ourselves, and/or may subcontract servicing rights to one or more third parties or franchisees. You acknowledge and agree that such National Accounts are reserved unto us; however, to the extent that we refer business from such National Accounts to our franchisees, we may refer all such work to franchisees that desire to participate in servicing National Accounts, to the extent such franchisee is available, qualified, and has the capacity and capability, in our reasonable judgment, to handle the referral. We may establish criteria or qualifications for franchisees that wish to service National Accounts, including different service standards, management and dispatch fees, billing rates, insurance requirements, or other conditions we establish. If we offer you the right to provide services to a National Account, you must provide the services in accordance with all of our System Standards, plus the terms, fees, and conditions that we have negotiated with the National Account. We may require you to sign a participation agreement that documents your willingness to participate in servicing National Accounts. The terms of such participation agreement may be modified by us from time to time. Certain National Account agreements may grant third party customers the right to inspect and/or audit your CPR Franchise Business and records to test compliance with the customers' service standards and requirements. You will be disqualified from participating in servicing National Accounts if you fail to comply with terms we require. You may elect to cease participating in servicing National Accounts with 30 days prior notice.

In the event of a dispute between you and a National Account customer for whom you have provided services, you hereby grant us the discretionary right to investigate, settle, and satisfy said dispute, to which settlement you will be bound, whether the dispute arises before or after termination of this Agreement. In the event that litigation is instituted against us as a result of activities you have serviced on a National

Account (or any other customer), and with respect to which claim no action or activity of us is involved, but we are nevertheless named in the litigation and served with process, then you covenant and agree to indemnify, defend, and hold us harmless for, from, and against any costs we expend in the defense of such action. If you participate in such National Accounts, you may be required to pay us a National Account Administrative Fee as described above in Section 5.7.

## 9. **MARKETING**

### 9.1 **National Advertising Fund.**

A. You must contribute to the NAF the amounts we require pursuant to Section 5.4 hereof (currently \$285 per month). The monthly fee is subject to an inflation adjustment. In the future, we reserve the right to charge up to 2% of Gross Volume as your monthly NAF contribution.

B. We will have sole and absolute discretion over all matters relating to the NAF operational, marketing or other matters (consistent with its purposes and the provisions of this Agreement.) The NAF may be used for (among other things) creation, production and distribution of marketing, advertising, public relations and other materials in any medium, including the Internet (e.g., pay-per-click advertising); administration expenses; brand/image campaigns; media; national, regional and other marketing and/or search engine optimization programs; activities to promote current and/or future CPR Franchise Businesses(es) and the Marks; customer support phone numbers and/or websites; agency and consulting services; marketing research; any expenses approved by us and associated with any advisory groups. A brief statement regarding the availability of information regarding the purchase of CPR Franchise Businesses may be included in advertising and other items produced using the NAF; provided that we will not use NAF funds principally to sell franchises.

C. We and/or our Affiliates may provide goods, services, materials, etc. (including administrative services and/or “in-house advertising agency” services) and will be compensated and/or reimbursed for such services by the NAF. We may arrange for goods, services, materials, etc. (including administrative services) to be provided by independent persons/companies and all related costs, fees, etc. will be paid by the NAF.

D. The NAF will be accounted for separately and may be used to pay all administrative and other costs related to its activities and purposes and/or as authorized by the relevant franchise agreements. All taxes of any kind incurred in connection with or related to the NAF, its activities, contributions to the NAF and/or any other fund aspect, whether imposed on us, the NAF or any other related party, will be the sole responsibility of the NAF. We will prepare financial statements for the NAF annually, which will be furnished to you upon written request. Such statements may or may not be audited and any related accounting or auditing costs will be paid by the NAF. All interest earned on monies contributed to, or held in, the NAF will be remitted to the NAF and will be subject to the restrictions of the relevant franchise agreement(s).

E. Financial management of the NAF will be our responsibility. We may, in our sole discretion, do any of the following:

1. compensate ourselves and/or our Affiliates for salaries, administrative costs, overhead and other expenses incurred in NAF-related programs/activities, including but not limited to production, research, insurance, and collection expenses, as well as any legal expense related to the activities and purposes of the NAF (consistent with the provisions of this Agreement);

2. use collection agents and institute legal proceedings to collect amounts owed to the NAF on behalf of and at the expense of the NAF and to forgive, waive, settle, and compromise all claims by or against the NAF;

3. charge the NAF for attorney's fees and other costs related in any way to claims against us and/or any of our Affiliates regarding the NAF. However, we shall be required to reimburse the NAF for any attorneys' fees and/or costs paid by the NAF in connection with any action in which we are finally found to have acted unlawfully or to be guilty of wrongdoing with respect to the NAF;

4. spend in any fiscal year an amount greater or less than the aggregate contributions to the NAF in that year, and the NAF may borrow from us or other lenders to cover deficits of the NAF or cause the NAF to invest any surplus;

5. collect for remission to the NAF any advertising or promotional amounts offered by any supplier based upon franchisee purchases. Any such contributions, whether or not made with respect to purchases by you, will not count toward your required NAF contributions;

6. pay the advertising, marketing, public relations, and related costs involved in any co-branding, dual franchising or other such multi-sponsor programs;

7. revise marketing and other programs, and/or make separate expenditures from the NAF, to take account of cultural or other differences (and/or we can delegate management of a portion of the NAF in connection therewith);

8. defer, waive and/or compromise claims for current/future contributions to, and/or claims against or with respect to, the NAF and fund the same with the NAF;

9. take legal or other action against any franchisee in default of their obligations to the NAF;

10. merge the NAF with other funds, so long as the restrictions of the relevant franchise agreements continue to apply to contributions made by franchisees under such agreements;

11. maintain NAF assets in one or more accounts designated as "trust accounts" for purposes of protecting such assets from claims of third-party creditors, (but such action shall not be deemed to create any "trust," "fiduciary relationship" or similar special arrangement);

12. incorporate the NAF or operate it through an entity separate from us, which is subject to all rights and duties of ours relating to the NAF; and

13. take such other actions in connection with the NAF as we consider to be appropriate and as are consistent with the provisions of this Section 9.1.

F. You acknowledge and agree that the NAF is intended to maximize recognition of the Marks and the CPR Franchise Businesses in the United States and Canada, but that we have no obligation to ensure that expenditures by the NAF are or will be proportionate or equivalent to contributions to the NAF by CPR Franchise Businesses operating in any geographic area, or that any particular CPR Franchise Business will benefit directly, indirectly or in proportion to its contribution to the NAF. All CPR Franchise Businesses owned by us will make contributions to the NAF as if they were subject to the then-current form of franchise agreement. We reserve the right to initiate a separate advertising fund for CPR Franchise Businesses operating in the United States.

G. Neither we nor any of our Affiliates will be liable for any act or omission in connection with the NAF which is consistent with this Agreement. You and we expressly acknowledge and agree that none of the relationships with you in connection with the NAF are in the nature of a “trust,” “fiduciary” or similar special arrangement.

H. If you are in default of any of your obligations to us and/or the NAF, or this Agreement is otherwise subject to termination, you will have no rights with respect to the NAF. We can deny access to any and all programs and/or materials created by, and benefits of, the NAF to franchisees who are in default of any obligations to the NAF.

I. The NAF may, but is not obligated to, furnish you with marketing, advertising, and promotional materials; however, we can require that you pay the cost of producing, shipping, and handling of such materials.

**9.2 Local Advertising Cooperative.** You acknowledge and agree that we may establish a local advertising cooperative (“LAC”) in geographical areas in which two (2) or more CPR Franchise Businesses are operating. The LAC members in any area will include all franchisees, as applicable, in such area. Each LAC will be organized and governed in a form and manner and begin operating on a date that we determine in advance. We may change, dissolve and merge LACs. Each LAC's purpose is, with our approval, to administer advertising programs and develop advertising, marketing, and promotional materials for the area that the LAC covers. If, as of the time you sign this Agreement, we have established a LAC for the geographic area in which your CPR Franchise Business is located, or if we establish a LAC in that area during this Agreement's term, you agree to sign the documents we require to become a member of the LAC and to participate in the LAC as those documents require.

If we establish a LAC in your geographic area, you agree to contribute to the LAC as required by the members of such LAC; provided that your contribution shall not exceed 2% of your Gross Volume. We will credit your contributions to a LAC against your Local Advertising Expenditure (described in Section 9.3(B)). Any CPR Franchise Business owned by us located within the boundaries of the LAC will contribute to the LAC in the same form and manner as franchisees. Your LAC contribution is payable in the same manner as your NAF contribution. These contributions may be established and adjusted based on the provisions of the by-laws adopted by the LAC, subject to our approval. You will pay these monies to us electronically and we will remit them periodically to the LAC.

Each CPR Franchise Business located in the area of the LAC's area will have one (1) vote. The LAC may not use any advertising, marketing or promotional plans or materials without our prior written consent. We agree to assist in the formulation of marketing plans and programs, which will be implemented under the direction of the LAC. You acknowledge and agree that, subject to our approval, the LAC will have sole discretion over the creative concepts, materials and endorsements used by it. You agree that the LAC assessments may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for CPR Franchise Businesses in your area of the country; purchasing direct mail and other media advertising for CPR Franchise Businesses in that area of the country; and implementing direct sales programs, and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs in CPR Franchise Businesses in your area of the country.

The monies collected by us on behalf of a LAC will be accounted for separately by us from our other funds received by us under this Agreement and will not be used to defray any of our general operating expenses. You agree to submit to us and the LAC any reports that we or the LAC require.



You understand and acknowledge that your CPR Franchise Business may not benefit directly or in proportion to its contribution to the LAC from the development and placement of advertising and the development of marketing materials. We will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the LAC on behalf of and at the expense of the LAC and to forgive, waive, settle and compromise all claims by or against the LAC. Except as expressly provided in this Section, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the LAC.

### **9.3 Your Local Marketing Activities and Local Advertising Expenditure.**

A. You must designate an employee who will be responsible for marketing and promotion of your CPR Franchise Business using the methods and materials authorized by us in our Manuals. We may offer or facilitate voluntary marketing programs which you will be automatically included in, but we may allow you to opt out of. We have control and administrative rights to all online social media networking websites, etc. utilizing our trademarks (as described in the Manuals).

B. Each calendar quarter, you agree to spend at least two percent (2%) of your Gross Volume (the "Local Advertising Expenditure") to advertise and promote your CPR Franchise Business (including the costs of online advertising). We reserve the right to request an accounting of your local advertising expenditures, which may include copies of invoices describing advertising expenses paid, to evaluate your compliance with this Section.

C. All advertising by you will be completely factual, in good taste, and will conform to high standards of ethical advertising. You will only use marketing, advertising and public relations programs, media and materials approved by us. We require that samples of all advertising and promotional materials for any media be submitted to us for our review and approval prior to use. You agree not to use any materials or programs disapproved by us at any time in our sole discretion. We may require that a brief statement regarding the availability of Cell Phone Repair franchises be included in advertising used by you and/or that brochures offering and selling CPR Franchise Business franchises be displayed in your CPR Franchise Business.

D. Your right to use the Internet and/or World Wide Web in the marketing and operation of your CPR Franchise Business is limited to your restricted participation in the Cell Phone Repair Website maintained by us and any other use of electronic media we authorize in our Manuals. You must use the e-mail addresses for your CPR Franchise Business that we provide under our domain name. You cannot establish any independent website, domain name, e-mail address or other presence for use with your CPR Franchise Business. You will not market or sell through the Internet, World Wide Web, other electronic distribution for Products and Services or by any channel of distribution except as authorized in writing by us. You must comply with the Manuals and any other specifications we give to you regarding your use of the Internet, World Wide Web, or other electronic media in connection with your CPR Franchise Business. You must use social networking websites (such as LinkedIn, Facebook, or YouTube) in the operation of your CPR Franchise Business, post messages relating to your CPR Franchise Business on other websites, and utilize Internet directories, all in accordance with our guidelines. We reserve the right to require our approval of any message you compose for a social networking website or any other website before you post such message. We also reserve the right to revoke your approval to use any type of website at any time.

**9.4 Grand Opening Marketing.** You must spend a minimum of \$3,000 on grand opening marketing within the first ninety (90) days you are open and operating. We will provide guidelines for the creation of marketing materials, and you must comply with those guidelines. We may also request copies of paid vendor invoices to confirm compliance.



## 10. **OUR OBLIGATIONS TO YOU**

10.1 **Manuals.** We will loan the Manuals to you.

10.2 **Initial Training.** We will provide your principal owner, one (1) manager, and one (1) technician with operational and technical training. In our sole discretion and subject to availability, we may allow you to send more than three (3) employees to initial training. The initial operational training program shall be conducted at our training center at a location we designate, or online. The initial technical training shall also be conducted at our training center at a location we designate or online. Your principal owner must attend and complete our initial training program to our satisfaction before beginning operation of your CPR Franchise Business. You must pay the training fees set forth in Section 5.2. You are solely responsible for ensuring that each of your employees is adequately trained and assuring that each meet all of our then-current standards and requirements for your CPR Franchise Business. You will be responsible for all travel, meals, lodging and similar costs for you and your representatives while attending training. In the case of a transfer, the transferee shall be required to attend training (in our discretion). We may, at your request, provide you with training at your CPR Franchise Business provided our trainer is available. There will be an additional training fee for such training, and you will be responsible for all expenses associated with such training (including, but not limited to, the lodging, meals, and travel for the trainer(s)).

10.3 **Ongoing and/or Optional Training.** We will provide ongoing training to you and your employees at your written request or, if we determine such additional training is considered necessary. We will not charge for this ongoing training, although we reserve the right to charge you an additional training fee if you request training at the location of your CPR Franchise Business. You will be responsible for all travel, living, incidental and other expenses and compensation of you and your representatives attending any ongoing training program. We may provide ongoing training at our training centers, or through electronic media or otherwise as we consider appropriate. The parties acknowledge and agree that the Cell Phone industry and related technology is continuously changing, and you acknowledge and agree to the need to continue to pursue independent professional development training. While we may provide various forms of on-going training, additional supplemental self-training may be required.

10.4 **Advice.** We will promptly provide such advice and information as we consider reasonably appropriate to assist you with all methods and procedures associated with the System marketing and advertising; management and administration, the use of the Image or any changes to it and the use and application of Products and Services. You understand and agree that such advice and information may be rendered by phone, electronically, through the Manuals, training and/or by such other means as we deem appropriate in our sole discretion. We may, in our discretion, convene meetings of franchisees as we consider necessary or appropriate, in our discretion.

## 11. **FRANCHISEE'S OBLIGATIONS.**

11.1 **Payments and Reports to Us.** You will pay on the due dates specified by us all amounts due and timely submit all required reports (via electronic reporting or otherwise) to us.

11.2 **Franchisee's Improvements.** You will fully and promptly disclose to us all ideas, techniques and otherwise relating to a CPR Franchise Business which are conceived or developed by you and/or your employees. We will have the perpetual right to use, and to authorize others to use, such ideas, etc., without compensation or other obligation.

11.3 **Uniforms.** You and we agree that the uniforms are an important part of the System. You and each of your employees will, when conducting business, wear the uniforms as specified in the Manuals.

11.4 **Manuals.** You will immediately update and/or return to us all copies of the Manuals for replacement/revision as requested by us from time to time.

11.5 **Confidential Information.** You agree that you will forever: (1) not use the Confidential Information in any way other than the operation of a CPR Franchise Business pursuant to an agreement with us; (2) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and System Standards we establish from time to time, and our and our representative's instructions; (3) not make unauthorized copies of any portion of the Confidential Information; and (4) adopt and maintain administrative, physical, and technical safeguards to prevent unauthorized use or disclosure of, or access to, the Confidential Information. We have all rights to the Confidential Information and you agree that we own all information regarding customers and franchisees, including any statistical and/or financial information and all lists. Your only interest in the Confidential Information is the right to use it pursuant to this Agreement.

## 12. **RECORDKEEPING, REPORTS AND BENCHMARK STUDIES**

12.1 **Record-Keeping.** You will use the accounting and financial reporting system we designate and will timely provide all information required by the reporting system to generate financial statements, at such time intervals as we may designate from time to time. You will otherwise establish and maintain at your own expense a bookkeeping, accounting, recordkeeping, and record-retention system conforming to requirements prescribed by us from time to time (including, without limitation, requirements for timely entering of information into databases of a computer program designated by us and periodic printouts of reports generated by such computer program). You will participate in our electronic reporting system, with direct interconnection to (and full, online access by) our computer hardware and software systems. You will adopt the chart of accounts, accounting procedures and policies and fiscal year designated by us.

### 12.2 **Inspection and/or Audit By Us.**

A. We and/or our agents will have the right, at any time during business hours, and without prior notice to you, to inspect and/or audit your CPR Franchise Business. Certain account agreements may grant third party customers the right to inspect and/or audit your CPR Franchise Business and records to test compliance with the customers' service standards and requirements.

B. If any inspection or audit discloses an understatement of at least two percent (2%) of Gross Volume, you will pay to us, within five (5) days after receipt of the inspection or audit report, all our costs for the audit or inspection, all amounts due on the amount of such understatement, plus interest (at the rate and on the terms provided herein) from the date originally due until the date of payment. Our failure to exercise any rights to conduct an audit or your failure to comply with an audit request will not act as a waiver of any rights or constitute a lack of diligence for purposes of the delayed discovery doctrine or otherwise.

C. If any inspection or audit discloses your use of parts or products that infringe on the intellectual property rights of third parties, we shall have the right to immediately seize such infringing parts or products, and this will also be cause for the default and termination of the Agreement.

D. You will present to your customers such evaluation forms as are periodically prescribed by us and will participate in any surveys performed by or on behalf of us. We have the right to have

confidential and undisclosed “shoppers” and/or other individuals patronize and/or inspect your CPR Franchise Business.

**12.3 Reports.** You will provide to us such information regarding the operation of your CPR Franchise Business, and in such form and format as we specify from time to time, including by e-mail or mailed copies of reports or documents, through full, direct, on-line access to computer and other systems, or otherwise as we reasonably designate. You agree to provide us the following reports:

A. at the end of each Business Day (or otherwise as we require from time to time in our reasonable discretion) a business activity report and such other information as we request for the day, together with copies of such other information and supporting records as we designate;

B. within one (1) Business Day after the end of each month (or otherwise as we require from time to time) a report of Gross Volume and such other information as we request for the preceding month, together with copies of such other information and supporting records as we designate;

C. on request by us, such other financial and tax data, information and supporting records for such periods as we from time to time require. Each report and financial statement submitted by you to us will be verified as correct and signed by you personally or the principal owner; and

D. on request by us, updated corporate filings (including, but not limited to, corporate formation documents and articles of incorporation).

**12.4 Benchmark Studies.** We may conduct a benchmark study of all franchisees on an annual or semi-annual basis. As part of this study, Franchisee shall submit certain requested operational information to us within seven (7) days of such request by us. We shall aggregate such operational information and provide such to you in a format approved by us.

### **13. INDEMNITY, WARRANTIES AND RELATIONSHIP OF THE PARTIES**

**13.1 Indemnity.** You will indemnify and hold harmless us and each of our Affiliates from all fines, suits, proceedings, claims, demands, actions, loss, damages, costs, fees (including attorney's fees and related expenses) and/or any other expense, obligation and/or liability of any kind or nature, however arising, growing out of or otherwise connected with and/or related to any act, error and/or omission of yours (including, but not limited to, any breach of this Agreement by you, your ownership and/or operation of your CPR Franchise Business, any act or omission of your employees and/or agents (including any actions instituted by your employees or by others that arise from your employment practices), and/or any transfer of any interest in this Agreement, your CPR Franchise Business, your breach of obligations under a warranty, insurance or similar program, any claims by any third parties or otherwise), unless (and then only to the extent that) any such fines, suits, proceedings, claims, demands, actions, loss, damages, costs, fees or other expense are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. We will have the right to control all litigation, and defend and/or settle any claim, against and/or including us and/or our Affiliates or affecting our and/or their interests, in such manner as we deem appropriate in our sole discretion, in each case without affecting our rights under this indemnity. Our rights and your obligations will not be affected in any way by the fact that we (and/or any of our Affiliates) may be jointly named in a claim against you and/or that it may be alleged that we and/or any of our Affiliates (along with you) have committed any error and/or omission.

**13.2 No Warranties Other Than in Writing.** Except for any specific written warranties expressly provided in connection with a specific item, we shall not be liable to any person or entity in relation to

any goods and/or services (including any aspect of the labor or installation of any equipment, or products) provided by us, our Affiliates, and/or any person/company referred/approved by us or them. Such items are provided without any warranties, express or implied, the warranties of merchantability and fitness for a particular purpose being expressly disclaimed. **IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SAID PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.**

13.3 **Independent Contractors.** You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venture, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, your personnel, and others as an independently owned franchise and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time.

#### 14. **NON-COMPETITION COVENANT**

14.1 **In-Term Restrictions.** During the Term of this Agreement and any renewal term thereafter, you agree that neither you, any Affiliate of yours, nor any shareholder, member or partner of yours, will: (a) have any direct or indirect interest as a disclosed or beneficial owner in any Similar Business located anywhere; (b) have any direct or indirect interest as a disclosed or beneficial owner in any entity which is awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses located anywhere; or (c) perform services for any Similar Business located anywhere. On our request, you will obtain written non-competition commitments from the persons subject to the non-competition provisions of this Agreement, in such form as we direct. You shall cause each of your owners, partners, directors and officers, or if there is a trust, procure each of the beneficiaries who are of adult age, to enter into agreements with us in terms approved by us in order to give effect to this clause.

14.2 **Post-Termination Restrictions.** For one (1) year after any transfer, termination, expiration or repurchase of this Agreement, the termination of your rights, and/or the date on which you cease to operate your last CPR Franchise Business, whichever is later, neither you, any Affiliate of yours, nor any shareholder, member or partner of yours, will: (a) have any direct or indirect interest as a disclosed or beneficial owner in any Similar Business located within the Designated Area or within fifty (50) miles of the Designated Area; (b) have any direct or indirect interest as a disclosed or beneficial owner in any entity which is awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses located within the Designated Area or within fifty (50) miles of the Designated Area; or (c) perform services for any Similar Business located within the Designated Area or within fifty (50) miles of the Designated Area.

If any person restricted by this Section 14.2 fails to comply with the foregoing obligations as of the date of transfer, termination, expiration or repurchase, the one (1) year restricted period for that person will commence on the date the person begins to comply with this Section 14.2, which may be the date a court order is entered enforcing this provision.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

14.3 **Remedies.** If you violate any obligations under this Section 14, our remedies will include the right to obtain equitable relief, notwithstanding any provisions of this Agreement to the contrary.

14.4 **Acknowledgement.** The restrictions of this Section 14 have been expressly bargained for and are an express condition of our award of this Franchise to you. You acknowledge that you have considered, as reasonable business alternatives, other franchise opportunities, as well as the possibility of your entering our industry as a non-franchised participant (in each instance not being subject to the restrictions of this Agreement) and that any adverse effect on you resulting from your violation of these restrictions will be entirely self-inflicted. You agree that the restrictions contained in this Section 14 are reasonable and necessary for the protection of us and your fellow Cell Phone Repair franchisees (and our and their respective investments), represent a reasonable balancing of legitimate long-term interests, and will not impose any undue hardship on you, since you have other valuable opportunities, skills, experience, education and abilities unrelated to the ownership and/or operation your CPR Franchise Business and which will provide you with the opportunity to derive significant income from other endeavors.

## 15. **INTELLECTUAL PROPERTY**

15.1 **Use of Intellectual Property.** You (and your owners) shall refrain from any action or omission which may detract from, harm, or injure the goodwill and reputation of us, CPR Franchise Businesses or the Intellectual Property or which is likely to deceive or cause confusion. For example, you (and your owners) will not:

A. use or display any Intellectual Property, names, color schemes, designs or otherwise, including those on or in connection with our Trade Dress, Equipment and/or System except as permitted by the Manuals and this Agreement;

B. use or display any of the Intellectual Property, including the Trade Dress, Equipment and/or System, in connection with any products, services, programs or otherwise not permitted by the Manuals or this Agreement;

C. use or display any Intellectual Property in furtherance of the participation in, sponsorship of, or affiliation with political or charitable organizations; or

D. do anything, or aid or assist any person to do anything, which would infringe upon, disparage, devalue or otherwise harm or contest the Intellectual Property and/or our rights therein.

15.2 **Ownership of Intellectual Property.** You acknowledge that we or our Affiliate are the exclusive owner of the Intellectual Property, the Marks, all employee and customer lists and all phone listings/URLs held by you. The use of any or all of the Intellectual Property shall not create in you or in any person or entity any right, title, or interest in or to any of it except as expressly provided in this Agreement. You (and your owners) shall not directly or indirectly assert any right, title, or interest in or to any of the Marks or any other part of the Intellectual Property other than as provided for in this Agreement.

15.3 **Use of Marks.** You shall, in using the Marks:

A. refrain from using any Mark as part of any domain name, homepage, electronic address or otherwise in connection with a website (except as specifically authorized by this Agreement);

B. in the case of such Marks if registered, indicate that such Marks are registered and where relevant, that you are an authorized user of the Marks;

C. supply us with samples of all proposed uses of the Marks and obtain our prior written approval of such use;

D. not at any time directly or indirectly use or cause to be used any other design, service mark, trade mark, business name or any other mark or thing or any other means of designation or commercial identification which is likely to be confused with any one or more of the Marks; and

E. not use, or permit to be used, any of the Marks except as authorized by us.

**15.4 Use of the Marks in the Business Name.** You will not use any Marks as part of your corporate name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. You may use the Marks in a fictitious name approved in writing by us if required by law. The use of any geographic or other designation in connection with the Marks must be approved by us; provided that you acknowledge and agree that you will not acquire any ownership interest in any use of the Marks. You will not take any action inhibiting or otherwise affecting the use of the Marks by any other CPR Franchise Business. You acknowledge that we have reserved sole rights to the use of the Marks on the Internet and other forms of electronic media.

**15.5 Modification or Discontinuance of Marks.** You should understand that there is always a possibility there might be one or more businesses similar to CPR Franchise Businesses operating in or near the area(s) where you may do business, using a name and/or trademarks similar to the Marks and with superior rights to certain names and/or Marks. We strongly suggest that you research this possibility, using telephone directories, local filings, and other means, before you pay any money, sign any binding documents or make any binding commitments. You acknowledge that we have informed you that if it becomes advisable at any time in our sole judgment for you to modify or discontinue the use of any of the Marks or for you to use one or more additional or substitute trademarks or service marks, you will promptly comply (at your expense) with our directions to modify or otherwise discontinue the use of the Marks, and/or use one or more additional or substitute trademarks or service marks. We will not have any liability or obligation (whether of defense, indemnity, expense reimbursement or otherwise) to you or anyone else, and you agree to make no claim, for, or in connection with, any modification, discontinuance or otherwise, and/or any dispute regarding the Marks and/or your and/or our rights in or to them. We make no guaranty that a modification, discontinuance or otherwise will not be required, whether as a result of expiration, termination, or limitation of our rights to the Marks or otherwise.

**15.6 Infringements.** You will immediately notify us of any apparent or actual infringement of, or challenge to, your use of the Marks, or any claim by any person of any rights in the Marks, and you will not communicate with anyone other than us, and our counsel, in connection with any such matter. We will have reasonable discretion to take such action as we deem appropriate in connection with such (or related) matters, and the right to control exclusively any settlement, litigation or proceeding arising out of or related to any such matters. You will execute any and all instruments and documents, render such assistance, and do such acts and things as may, in our reasonable opinion, be advisable to protect and maintain our interests in the Marks. We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Marks under this Agreement if you have timely notified us of and comply with our directions in responding to the proceeding.

## **16. ASSIGNMENT**

**16.1 By Us.** This Agreement, and any and/or all of our rights and/or obligations under it, are fully transferable by us in our sole discretion and will inure to the benefit of any person or entity to whom we



transfer it, or to any other legal successor to our interest in this Agreement. If we transfer this Agreement, and all of our rights and obligations under it, all past, current, and future obligations of ours (and of any of our Affiliates) to you will cease and be forever extinguished. We may be sold and/or we may sell any or all of our assets to a competitive or other entity, we may participate in an initial, or other, public offering or private placement of our stock, may merge, acquire other entities and/or assets (competitive or not), be acquired by a competitive or other entity, and/or may undertake any refinancing, leveraged buy-out and/or other transaction. You waive any and all claims, demands and/or damages with respect to any transaction or otherwise allowed under this section or otherwise.

**16.2 By You.** The rights and duties created by this Agreement are personal to you (and the owners of your Entity Franchisee) and we have awarded the Franchise to you relying on the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and such owners. Accordingly, neither this Agreement nor the Franchise (nor any interest therein), nor any part or all of the ownership of the Franchisee or your Franchise Business (or any interest in it or assets associated with any of the foregoing), may be transferred without our prior written approval which approval will not be unreasonably withheld. If we withhold our consent to a proposed transfer based upon your failure to comply with the requirements set out in Sections 16.2 and 16.3 (as applicable) and/or elect to exercise our right-of-first refusal in accordance with this Agreement, such consent shall not be deemed unreasonably withheld. Any transfer (or attempted transfer) without such approval will constitute a breach hereof and convey no rights to, or interests in, this Agreement, the CPR Franchise Business, such assets or otherwise.

The term “transfer” includes any voluntary, involuntary, direct, or indirect assignment, sale, gift, pledge, mortgage of, or any granting of any security or other interest (whether or not controlling) in: (1) this Agreement; (2) your CPR Franchise Business; (3) ownership of the Franchisee; or (4) any assets associated with any of the foregoing. A transfer also includes (but is not limited to) the following events: (1) any transfer of ownership of capital stock or any partnership or similar interest; (2) any merger or consolidation or issuance of securities representing an ownership interest in the Entity Franchisee; (3) any sale of voting stock of the Entity Franchisee or any security convertible to voting stock of the Entity Franchisee; (4) any transfer in a divorce, insolvency, corporate or partnership dissolution proceeding or otherwise by operation of law; (5) any transfer of any interest in any revenues, profits, rights or assets of your CPR Franchise Business; (6) any transfer to another entity and/or a trust or similar entity; (7) the creation or otherwise of any security or similar interest affecting any of the foregoing; or (8) the surrender or loss of the possession, control, or management of your CPR Franchise Business. Any transfer by the Franchisee (or any of your owners) to a corporation and/or of any interest in the event of your death or the death of an owner of the Franchisee, by will, declaration of or transfer in or to a trust, under the laws of intestate succession, or otherwise will be governed by all of the provisions on transfer of this Agreement. We may, in our sole discretion, deny or condition approval to any transfer involving a portion of your CPR Franchise Business (for example, but not limited to, a portion of any Designated Area) or a portion of any of the foregoing items. We may, in our reasonable discretion, limit the number of Designated Areas controlled by any franchisee and/or its Affiliates and/or deny or condition approval to any transfer which would result in any franchisee (or its Affiliate) owning more than one group of Designated Areas, or holding rights under more than one franchise agreement or which would concentrate ownership of franchise rights to a degree we disapprove. A “minority interest transfer” means a transfer of Twenty-Five percent (25%) or fewer of the ownership interests or voting rights in you. An “immediate family transfer” means a transfer to your owners’ immediate family members.

**16.3 Conditions for Our Approval of a Transfer.** Any transfer by or on behalf of you and/or your Affiliates will be subject to all of the conditions in this Agreement (each of which you and we agree are reasonable), together with such other terms and conditions as are reasonable in the specific circumstances of the proposed transfer. We will consent to a minority interest transfer, an immediate family transfer, or a transfer to one of your existing owners if the proposed transferee and its direct and



indirect owners (if the transferee is an entity) are of good character and meet our then applicable standards for new franchisees (including no ownership interest in or performance of services for a Similar Business). For all proposed transfers other than a minority interest transfer, an immediate family transfer, or a transfer to one of your existing owners, the proposed transferee must meet the criteria in the preceding sentence and you and the transferee must satisfy the following conditions prior to, or concurrently with, the effective date of any transfer unless we require you to meet them earlier:

1) You must be in full compliance with this Agreement and all other agreements and/or obligations between you (including your Affiliates) and us (including our Affiliates), as well as all agreements with, and other obligations to, any third parties;

2) The transferee and its owners must have sufficient business experience, aptitude, and financial resources to operate the CPR Franchise Business, must be individuals of good moral character and must meet all financial and other standards then-applied by us in evaluating prospects to whom we might award the Franchise in the then-current business and competitive environment;

3) All of your obligations (including all obligations of any entity affiliated with and/or related to you) to us (including any entity affiliated with and/or related to us) must be expressly assumed by the transferee;

4) You must pay all Royalties, NAF and other marketing contributions, and other amounts owed by you (including your Affiliates) to us (including our Affiliates) which are then unpaid. This includes monies owed associated with any unclosed tickets for completed Services. All obligations to third parties arising out of the operation of your CPR Franchise Business must be satisfied or assumed by the transferee, and your CPR Franchise Business and operations thereof must be brought into full compliance with the specifications and standards then-applicable for new CPR Franchise Businesses;

5) You must submit all required reports, financial statements, and other documents due to us up to the effective date of the transfer;

6) The transferee and its personnel must (at our option) complete or agree to complete our then current initial training program to our satisfaction and pay the then applicable initial training fee;

7) The transferee must obtain, within the time limits set by us, and maintain thereafter, all permits, franchise registrations, licenses and insurance required for the operation of CPR Franchise Businesses;

8) You (in addition to the transferee) must remain liable for all obligations to us, our subsidiaries, Affiliates, and divisions, in connection with the CPR Franchise Business prior to, through and up to the effective date of the transfer and shall execute any and all instruments reasonably required by us to evidence such obligations;

9) To the extent required by the terms of the Lease or other agreements, the lessors or other parties must have consented to the proposed transfer, but no consent of any franchisee shall be required;

10) The transferee must sign our then current franchise agreement (which terms and conditions may materially differ from this Agreement);

11) You must pay a non-refundable transfer fee equal to 50% of the then current Initial Franchise Fee if you are transferring your CPR Franchise Business to a new CPR franchisee. If the transferee is an existing Franchisee, you or the transferee must pay us a non-refundable transfer fee of Five Thousand Dollars (\$5,000) in connection with such transfer if the transfer is approved by us. Such fee

must be deposited with us on a non-refundable basis on your notification to us of the proposed transfer and prior to our undertaking any review, drafting of documents, training, or other activities. If we do not approve the transfer, your transfer fee will be returned to you minus our expenses incurred (including legal fees) for review and consideration of the transfer;

**12) You and each of your owners and/or Affiliates and the transferee (and each owner and/or Affiliate of the transferee) if the transferee or such owner and/or Affiliate is or has been a franchisee of, or had any other relationship with, us or any of our Affiliates must execute a General Release;**

13) Notwithstanding any transfer, your non-competition, indemnity and confidentiality obligations, and the provisions relating to dispute resolution of this Agreement (which include, but are not limited to, all of those of Sections 20, 21 and 22) will survive any transfer;

14) The transferee must obtain from you an agreement that, to the maximum extent permitted by law, you will not, for a period of at least two (2) years following the transfer, either directly or indirectly, or as owner, partner, director, officer, employee, consultant, agent, manager or stockholder, disclosed or undisclosed owner, officer, agent, employee or in any other capacity whatsoever, participate or engage, actively or inactively, in any Similar Business or any other business substantially similar to any business then engaged in by us, and we shall be named as a third-party beneficiary of such agreement;

15) The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises; and

16) If you attempt to transfer, or actually transfer, your store without our consent and approval, the fees set forth in Section 19.5 shall become immediately due and payable.

16.4 **Effect of Consent. No Waiver.** Our consent to a transfer, or failure to exercise any right of first refusal, will not constitute a waiver of any claims we may have against you (or your owners), nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement or any other agreement by any transferor or transferee. Any transfer (including any transfer consented to by us and even if the transferee executes a new franchise agreement) will not act as a termination of your confidentiality, indemnity, non-competition, or other obligations under this Agreement, or affect your and our obligations and rights under the dispute avoidance and resolution provisions of this Agreement, including but not limited to all of Sections 20, 21, and 22.

16.5 **Right of First Refusal.** If you or any of your owners wish to engage in any transfer subject to this Agreement (other than a minority interest transfer, an immediate family transfer or a transfer to one of your existing owners): (a) you or your owners will obtain a bona fide, executed written offer and (b) a true and complete copy of the offer (and any proposed ancillary agreements) will immediately be submitted to us by you, your owners or both, together with a non-refundable deposit of the transfer fee. If we do not approve the transfer your transfer fee will be returned minus our expenses incurred (including legal fees) for review and consideration of the transfer. The offer must apply only to an interest in this Agreement, the Franchise, your CPR Franchise Business or the Franchisee and must not include the purchase of any other property or rights of yours (or your owners); but if the offeror proposes to buy any other property or rights from you (or your owners) under a related offer, the price and terms of purchase offered will reflect the bona fide price offered therefore and will not reflect any value for any other property or rights.

We will have the right, exercisable by written notice delivered to you or your owners within thirty (30) days from the date of delivery of an exact copy of such offer to us, together with your deposit of any transfer fee and satisfaction of all other requirements for our consent to such transfer, to notify you that we have elected to purchase such interest for the price and on the terms and conditions contained in such offer, provided that our credit will be deemed equal to the credit of any proposed purchaser, and we will have not less than sixty (60) days from the date you receive our notice of intention to exercise such right-of-first-refusal to prepare for closing. We will be entitled to purchase any interest subject to all customary representations, warranties and agreements given by the seller of the assets of a business or voting stock of an incorporated business, as applicable including, without limitation, representations and warranties as to ownership, condition and title to stock and/or assets, liens and encumbrances relating to the stock and/or assets, validity of contracts, and liabilities, contingent or otherwise, of the corporation whose stock is purchased and including typical non-competition covenants by the seller and each owner of the franchisee. In connection with such purchase, you (and your owners) will sign a General Release. If, for any reason, such transaction is not consummated within one hundred twenty (120) days after the date of delivery of an exact copy of such offer to us then the proposed transaction shall be deemed withdrawn, and all of the provisions of this Section 16 shall again become fully applicable, as if such transaction had not been proposed.

If we do not exercise our right of first refusal, you or your owner may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to the conditions provided in this Agreement, provided that if there is a material change in the terms of the sale, we will have an additional right of first refusal for thirty (30) days after receiving notice of the modifications on the same terms and conditions as are applicable to the initial right-of-first-refusal.

## 17. **RENEWAL**

17.1 **Approval Required.** After the expiration of the Term, subject to the conditions and requirements set out in this Section, you will have the opportunity to renew the franchise for another term of five (5) years. We do not charge a renewal fee. The qualifications and conditions for the renewal are set forth below.

17.2 **Conditions.** You may renew the franchise for your CPR Franchise Business if you meet the following conditions, each of which are agreed to be reasonable, together with such other conditions as are reasonable at the time:

1. You (and each Affiliate of yours) are not in default of any obligation to us (and/or any of our Affiliates) whether arising under this Agreement or any other agreement between you or your Affiliates and us and our Affiliates, which default remains uncured at the time of the award of the renewal franchise (including all of the conditions set out below);

2. You maintain possession of your lease, equipment and, by the expiration date of this Agreement, your CPR Franchise Business and operations must have been brought into full compliance with the specifications and standards then applicable for new CPR Franchise Businesses, including a full upgrade to the same first-class condition as a new CPR Franchise Business, which may include (but is not limited to) refurbishing your Site, upgrading Equipment, purchasing new equipment software, decor package, or signage, compliance with all then-current standards for design provision of goods and services, methods of operation and other requirements of the System, plus such modernization of your CPR Franchise Business as we may reasonably require to reflect the then-current standards and image of the System, all at your sole expense so as to bring your CPR Franchise Business into full compliance with our then-current requirements by the expiration date of this Agreement;

3. You have given us written notice of election to renew not less than three (3) months, but not more than twelve (12) months prior to the expiration of the Term of this Agreement;

4. You (and each Affiliate of yours) have satisfied all monetary and/or other obligations owed to us and any of our Affiliates;

5. You have executed our then-current form of franchise agreement and related documents, as are then customarily used by us to award CPR Franchise Business franchises; provided that (i) the terms of the renewal franchise agreement may materially differ from the terms of this Agreement; (ii) we will not be required to provide you any training or other “start-up” services in connection with the award of any renewal franchise; (iii) you will not be required to pay another initial franchise fee or renewal fee; and (iv) Royalty Minimum shall immediately be in effect;

6. You are, and have been, in compliance with our then-current qualification and training requirements;

7. You (and each Affiliate of yours) and your owners have executed a General Release;

8. You remodel, maintain, expand, improve, upgrade, update and/or modify your CPR Store(s), its location and your equipment, technology, supplies, or decorations to bring your CPR Store(s) into compliance with our then applicable System Standards for new CPR Store(s) three (3) months prior to the expiration of the Agreement.

Failure by you and/or your owners to complete such requirements in a timely manner will be deemed an election by you not to renew the Franchise.

## 18. **DEFAULT AND TERMINATION**

18.1 **Defaults with No Right to Cure.** This Agreement will automatically terminate upon delivery of our written or electronic notice of termination to you in compliance with Section 23 (without further action by us and without opportunity to cure) if you (or any of your owners):

A. abandon or fail to operate your CPR Franchise Business for more than fourteen (14) consecutive calendar days, or lose the right to possession of the Lease and/or site for your CPR Store(s);

B. fail to open your CPR Store(s) within six (6) months after the Commencement Date (or Re-brand your store within three (3) months after the Commencement Date if you are a CPR Conversion);

C. make any material misrepresentation or omission in your application for the Franchise, including (but not limited to) criminal convictions (other than minor traffic offenses);

D. are judged bankrupt, become insolvent, make an assignment for the benefit of creditors, are unable to pay your debts as they become due, or if a petition under any bankruptcy law is filed by or against you or any of your owners or a receiver or other custodian is appointed for a substantial part of the assets of your CPR Franchise Business;

E. fail to strictly comply with the arbitration process as described in Section 21 of this Agreement;

F. are convicted of, or plead no contest to, a felony, or to any crime of moral turpitude that is likely to adversely affect the reputation of the Franchisee or any owner, your CPR Franchise Business, us or the goodwill associated with the Marks;

G. engage in any misconduct which unfavorably affects your reputation or any owner, any of your CPR Franchise Businesses, us or the goodwill associated with the Marks (including, but not limited to, abuse, abuse of customers, use of employees who do not meet our then-current standards and training requirements, health or safety hazards, drug, or alcohol problems, or permitting unlawful activities at your CPR Franchise Business;

H. make, or attempt to make, an unauthorized "transfer" as defined in this Agreement or surrender control without our prior written approval;

I. make an unauthorized use of the Marks or any unauthorized copy, use or disclosure of any Confidential Information;

J. violate any of the restrictions against competition provided in Section 14.1, above (or any other person identified therein commits such a violation);

K. commit any act or omission of fraud or misrepresentation, whether with respect to us, any of our Affiliates and/or any third party;

L. have five (5) or more material unresolved customer complaints with respect to your CPR Franchise Business in any twelve (12) month period;

M. fail to permit or cooperate with us or our designee in any audit or inspection or fail to retain (or to produce on request) any records required to be maintained by you;

N. are found to have used inventory parts that are determined to be counterfeit, including any parts that are confirmed to be a copy, imitation, or substitute that has been represented, identified or marked as genuine and/or altered by a source without legal right or authorization and with intent to mislead, deceive or defraud; or

O. are found to have stocked or sold parts or products which infringe upon third party's intellectual property rights.

**18.2 Defaults with Right To Cure.** This Agreement will automatically terminate on delivery of our written notice of termination to you in compliance with Section 23 (without further action by us and without further opportunity to cure beyond that set forth in this Section) as follows:

A. 15 Day Cure. If, within fifteen (15) calendar days after delivery of our written notice to you, you (or any of your owners) do not cure any:

1. failure to make payments of any amounts due us, our Affiliates, any designee of ours and/or any supplier/creditor of yours and do not correct such failure(s);

2. failure to correct any condition that, in our reasonable judgment, might pose a danger to public health and/or safety;

3. failure to maintain required insurance; or

4. failure to report accurately Gross Volume or fail to submit any other report due under this Agreement or the Lease in accurate and complete form and when required.

With respect to items 18.2.A.2 and/or 18.2.A.3 above, we may require you to immediately cease all operations until such defaults are fully cured.

B. 30 Day Cure. If, within thirty (30) calendar days after delivery of our written notice to you, you (or any of your owners) do not cure any:

1. default under the Lease within the applicable cure period set forth in the Lease (if such applicable cure period is less than thirty (30) days, then such applicable cure period shall apply, notwithstanding any cure period provided in this Section);

2. delinquency in your obligations to taxing authorities, landlords, equipment lessors, suppliers, or others; or

3. failure to comply with any other provision of this Agreement, any other agreement between you (or any of your Affiliates) and us and/or any Affiliate of ours, or any specification, standard or operating procedure or rule prescribed by us in the Manuals or by other writing which does not provide for a shorter notice period.

**18.3 Repeated Defaults.** This Agreement will automatically terminate upon delivery of our written notice of termination to you in compliance with Section 23 (without further action by us and without opportunity to cure) if you or any Affiliate of yours has committed two or more applicable defaults within any twelve (12) consecutive months, or three or more applicable defaults within any twenty-four (24) consecutive months. An “applicable default” is a single breach of any material obligation under this Agreement (including the schedules hereto) and/or the Manuals, or under any other agreement with us and/or any of our Affiliates, whether or not such default is cured, or is the same as or similar to a prior event of default.

**18.4 Cross-Defaults.** Any default by you (or any owner or Affiliate of yours) under this Agreement (including the Designated Area Schedule) shall be a default under any other agreement between us (or any of our Affiliates) and you (or any owner or Affiliate of yours). Any such default under any other agreement or any other obligation between us (or any of our Affiliates) and you (or any owner or Affiliate of yours) shall be a default under this Agreement. Any default by you (or any owner or Affiliate of yours) under any lease, sublease, loan agreement, or security interest may be regarded as a default under this Agreement, regardless of whether or not any such agreements are between you (or any owner or Affiliate of yours) and us (or any of our Affiliates).

**18.5 Non-Exclusive Remedies.** Whenever we have a right to terminate this Agreement, we (and any of our Affiliates) will have all remedies allowed at law and in equity. No right or remedy which we may have (including termination) is exclusive of any other right or remedy, and we may pursue any rights and/or remedies available. In every instance in which we have the right to terminate this Agreement under this Section 18, we can elect in our sole discretion to cancel any and/or all of your Designated Area rights or similar rights, whether arising under this Agreement or in any other manner or document.

**18.6 Execution of Release on Default, etc.** In any case where you have committed a default under this Agreement, we may (but are not required to) waive our rights to collect any Royalties, NAF contributions and other amounts which would have become due if you had continued in operation as a CPR Franchise Business franchisee and you and your owners will, in consideration for such waiver, execute a General Release. This option may be exercised by us at any time, including before,



**at the same time as or after termination, expiration or otherwise and whether or not you or we have made any claims, or begun any proceedings, against the other or anyone else.**

18.7 **Extended Cure Period.** Notwithstanding anything to the contrary in this Agreement, we reserve the right to grant to you in our sole discretion an extended cure period for any breach. You acknowledge that our decision to grant such an extended cure period shall not operate as a waiver of any of our rights and that we can choose to condition such an extension upon the signing of a General Release by you, each owner and Affiliates of yours.

18.8 **Management of Your CPR Franchise Business After Notice of Default.** If we issue a notice of default, you will have the right to manage your CPR Franchise Business during the cure period.

**19. RIGHTS AND OBLIGATIONS ON TRANSFER, TERMINATION AND/OR EXPIRATION OF THE FRANCHISE.**

19.1 **Termination of Rights and Obligations, Payments of Amounts Owed, etc.** A transfer, termination or expiration of this Agreement or the Franchise will constitute a termination or expiration of all of your rights and all of our obligations. Your rights regarding the Franchise are controlled by the provisions of this Agreement. You will have no equity or any other continuing interest in the Franchise, any goodwill associated with it, or any right to compensation or refunds at the expiration and/or termination of the Franchise.

19.2 **Your Obligations Upon Termination.** On and after any transfer, termination, expiration of the Franchise, you must:

A. Pay us and each of our Affiliates, within ten (10) days after the effective date of any transfer, termination, expiration or repurchase of the Franchise, or such later date that the amounts due are determined, such Royalty, NAF contributions, amounts owed for purchases or otherwise by you (or any of your Affiliates) from us and/or any Affiliate, if you are a CPR Conversion including, but not limited to, any amounts due related to the cost of Franchisor financing the costs associated with the Re-branding of Franchisee's store, interest due on any of the foregoing, and all other amounts owed to us (or our Affiliates) which are then unpaid, subject to the limitations on your liability set forth in this Agreement;

B. Cease directly or indirectly identifying yourself or any business as a current or former CPR Franchise Business, or as a current or former franchisee of or as otherwise associated with us;

C. Cease use of any Mark or any colorable limitation thereof in any manner or for any purpose, and not utilize for any purpose any trade name, trademark or service mark or other commercial symbol that suggests or indicates a connection or association with us;

D. Remove and destroy all signs containing any Mark and return to us or (at our option) destroy all forms and materials containing any Mark or otherwise identifying or relating to your CPR Franchise Business;

E. Take such actions as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

F. Immediately cease to use any Confidential Information of ours disclosed to or otherwise learned or acquired by you in any business or otherwise;



G. Return to us or destroy all copies of the Manuals and any other confidential materials which have been loaned or made available to you by us;

H. Take such other steps as are reasonably appropriate to prevent any possibility that the public will associate you, or any business with which you are involved, with the System and/or Marks, including the return or destruction of all materials or items displaying or containing our Marks, logos, names and other indicia of Cell Phone Repair thereon, the design, configuration and layout of which you acknowledge and agree are and/or contain Confidential Information and/or trade secrets of us;

I. Take all actions necessary or appropriate to transfer to us all lists of customers associated with the Marks and/or your CPR Franchise Business and cease any and all use of the customer list. You acknowledge that, in the event of termination or expiration or this Agreement, we have the sole rights to an interest in your CPR Franchise Business customer list; and

J. Notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone number, URL and any regular, classified, or other telephone directory listings associated with any Marks and authorize transfer thereof to us or our designee. You acknowledge that, as between you and us, we have the sole rights to an interest in all telephone numbers, URLs, and directory listings associated with any Mark. You authorize us, and hereby appoint us and any of our officers as your attorney-in-fact to direct the telephone company and all telephone directory publishers to transfer any telephone numbers, URLs and directory listings relating to your CPR Franchise Business to us or our designee. Should you fail or refuse to do so, the telephone company or other service provider may accept such direction or this Agreement as conclusive of our exclusive rights in such numbers, URLs and directory listings and our authority to direct their transfer.

19.3 **Covenant Not to Compete. Continued Confidentiality, etc.** Notwithstanding any transfer, termination or expiration you will continue to observe the confidentiality, non-competition and other restrictions of this Agreement, including (but not limited to) those of Section 14.2.

19.4 **Confirmation of Compliance.** You must furnish to us, within thirty (30) days after the effective date of transfer, termination, expiration or repurchase, satisfactory evidence of your compliance with the foregoing obligations.

19.5 **Remedies and Continuing Obligations Upon Termination.** In the event this Agreement is terminated prior to its expiration as set forth in Sections 18.1 through 18.4, the parties agree that it would be difficult if not impossible to determine the amount of damages that we would suffer. **Therefore, the parties agree that a reasonable estimate of damages equates to two (2) years of minimum monthly Royalty Fees described herein that would have become due to us from the date of termination for a period of two (2) years, or until the scheduled expiration date of this Agreement, whichever is shorter ("Termination Remedy"). Such Termination Remedy must be paid to us within ten (10) days of the effective date of the termination of the Agreement. If the Termination Remedy is not paid to us in a timely manner, for every thirty (30) days thereafter that it remains unpaid, the Termination Remedy owed to us will increase by an amount equating to one month's Royalty Fees and NAF contributions.** In addition, all obligations of yours and ours which expressly or by their nature survive the transfer, termination or expiration of this Agreement or the Franchise (including, but not limited to, your indemnity, confidentiality and non- competition obligations), will continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement and until they are satisfied in full or by their nature expire. All these obligations will apply notwithstanding any rejection of this Agreement in a bankruptcy proceeding or otherwise.

**19.6 Our Right to Purchase the Equipment Upon Termination, Expiration or Repurchase.** In addition to, and not in limitation of, any other rights we may have, (a) on, and/or within one hundred twenty (120) days after the non-renewal of this Agreement, (b) on any repurchase by us of your rights under this Agreement (or similar or related transaction), and/or (c) on, and/or within thirty (30) days after, the date of delivery to us of a true and complete copy of any bona fide offer which is subject to the right of first refusal provisions of this Agreement (together with the deposit and satisfaction of all other requirements for our consent to such transfer), we will have the option (but no obligation), exercisable by giving written notice thereof, to purchase from you any fixtures and/or Equipment previously installed and/or any other items used in, or in connection with, your CPR Franchise Business at fair market value, less any amount apportioned to the goodwill of the CPR Franchise Business which is attributable to the Marks, and less any amounts owed to us or our Affiliates by you or your Affiliates. On and/or within one hundred twenty (120) days after the early termination of this Agreement, we will have the option (but no obligation) exercisable by giving written notice thereof, to purchase from you any fixtures and/or Equipment previously installed and/or any other items used in connection with, your CPR Franchise Business for One Thousand Dollars (\$1,000) as additional consideration, in addition to the rights described in Section 19.5 above, for such early termination.

We will have the unrestricted right to assign any option to purchase and/or any related rights. The purchase price will be fair market value of the equipment fixtures, etc., determined in a manner consistent with reasonable depreciation of such as applicable. You acknowledge that fixtures and equipment depreciate substantially in value after initial purchase by and delivery to you for use in your operations and, therefore, fair market value may diminish significantly between the time of your purchase and the time of any resale/repurchase.

In the event that you and we cannot agree on the fair market value of the assets that we have elected to purchase, then the fair market value shall be determined in good faith by an independent third-party appraisal. You and we shall mutually agree upon an appraiser. If you and we cannot agree on one appraiser, then each party shall select one independent, qualified appraiser, and the two so selected shall select a third appraiser, all three (3) to determine the fair market value of the assets that we have elected to purchase. If the difference between the appraisal of your appraiser and the independent appraiser is greater than the difference between the appraisal of our appraiser and the independent appraiser, you shall pay all costs and expenses of the three appraisers. Otherwise, all expenses of the third appraiser shall be equally shared by you and us, and you and we shall each be responsible for the expenses incurred by our chosen appraiser.

Closing will take place no later than thirty (30) days after receipt by you of notice of exercise of this option to purchase, unless our purchase is in connection with termination of your Franchise, in which case the closing will take place upon our resale. At closing, you will deliver instruments transferring to us, our assignee or into an escrow good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests).

If such option is exercised, you will forever indemnify and hold us harmless against all obligations incurred in connection with your CPR Franchise Business. You will furnish us with a complete list of accounts unpaid by you within ten (10) days of our notice of intent to exercise this option. We may (but are not required to) pay these unpaid bills directly to the parties owed and deduct them from the purchase price in lieu of paying such portion of the purchase price directly to you.

## 20. **ENFORCEMENT.**

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

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

20.2 **Costs and Attorneys' Fees.** The prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorney's fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

### 20.3 **Arbitration.**

A. WE AND YOU AGREE THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO:

1. THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES);

2. OUR RELATIONSHIP WITH YOU;

3. THE SCOPE OR VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES) OR ANY PROVISION OF ANY OF SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATION UNDER THIS SECTION 20.3, WHICH WE AND YOU ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR, NOT A COURT); OR

4. ANY SYSTEM STANDARD;

MUST BE SUBMITTED FOR CONFIDENTIAL BINDING ARBITRATION, ON DEMAND OF EITHER PARTY, TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDINGS WILL BE CONDUCTED BY ONE (1) ARBITRATOR AND, EXCEPT AS THIS SECTION OTHERWISE PROVIDES,

ACCORDING TO THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL PROCEEDINGS WILL BE CONDUCTED AT A SUITABLE LOCATION CHOSEN BY THE ARBITRATOR IN ATLANTA, GEORGIA; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, THE PROCEEDINGS WILL BE CONDUCTED WITHIN FIFTY (50) MILES OF OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). JUDGMENT UPON THE ARBITRATOR'S AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

B. THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THEIR AWARD ANY RELIEF WHICH HE OR SHE DEEMS PROPER, INCLUDING, WITHOUT LIMITATION, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF, AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR MAY NOT DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 21.3 BELOW, AWARD ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST EITHER PARTY (WE AND YOU HEREBY WAIVING TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 21.3 BELOW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST THE OTHER).

C. WE AND YOU AGREE TO BE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. WE AND YOU FURTHER AGREE THAT, IN ANY ARBITRATION PROCEEDING, EACH MUST SUBMIT OR FILE ANY CLAIM WHICH WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY CLAIM WHICH IS NOT SUBMITTED OR FILED AS REQUIRED IS FOREVER BARRED. THE ARBITRATOR MAY NOT CONSIDER ANY SETTLEMENT DISCUSSIONS OR OFFERS THAT MIGHT HAVE BEEN MADE BY EITHER YOU OR US. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO ADVANCE YOUR SHARE OF THE COSTS OF ANY ARBITRATION PROCEEDING IN ORDER FOR SUCH ARBITRATION PROCEEDING TO TAKE PLACE AND BY DOING SO SHALL NOT BE DEEMED TO HAVE WAIVED OR RELINQUISHED OUR RIGHT TO SEEK THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH SECTION 20.2 ABOVE.

D. WE AND YOU AGREE THAT ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) MAY NOT BE COMMENCED, CONDUCTED OR CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY IN THIS SECTION 20.3 OR SECTION 20.1, IF ANY ARBITRATOR DETERMINES THAT ALL OR ANY PART OF THE PRECEDING SENTENCE IS UNENFORCEABLE WITH RESPECT TO A DISPUTE THAT OTHERWISE WOULD BE SUBJECT TO ARBITRATION UNDER THIS SECTION 20.3, THEN ALL PARTIES AGREE THAT THIS ARBITRATION CLAUSE SHALL NOT APPLY TO THAT DISPUTE AND THAT SUCH DISPUTE SHALL BE RESOLVED IN A JUDICIAL PROCEEDING IN ACCORDANCE WITH SECTION 21.2.

E. DESPITE OUR AND YOUR AGREEMENT TO ARBITRATE, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO SEEK TEMPORARY RESTRAINING ORDERS AND TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, HOWEVER, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED IN THIS SECTION.

F. YOU AND WE AGREE THAT, IN ANY ARBITRATION ARISING AS DESCRIBED IN THIS SECTION, REQUESTS FOR DOCUMENTS SHALL BE LIMITED TO DOCUMENTS THAT ARE DIRECTLY RELEVANT TO SIGNIFICANT ISSUES IN THE CASE OR TO THE CASE'S OUTCOME; SHALL BE RESTRICTED IN TERMS OF TIME FRAME, SUBJECT MATTER AND PERSONS OR ENTITIES TO WHICH THE REQUESTS PERTAIN; AND SHALL NOT INCLUDE BROAD PHRASEOLOGY SUCH AS "ALL DOCUMENTS DIRECTLY OR INDIRECTLY RELATED TO." YOU AND WE FURTHER AGREE THAT THERE SHALL BE NO INTERROGATORIES OR REQUESTS TO ADMIT. WITH RESPECT TO ANY ELECTRONIC DISCOVERY, YOU AND WE AGREE THAT:

1. PRODUCTION OF ELECTRONIC DOCUMENTS NEED ONLY BE FROM SOURCES USED IN THE ORDINARY COURSE OF BUSINESS. NO SUCH DOCUMENTS SHALL BE REQUIRED TO BE PRODUCED FROM BACK-UP SERVERS, TAPES OR OTHER MEDIA;

2. THE PRODUCTION OF ELECTRONIC DOCUMENTS SHALL NORMALLY BE MADE ON THE BASIS OF GENERALLY AVAILABLE TECHNOLOGY IN A SEARCHABLE FORMAT WHICH IS USABLE BY THE PARTY RECEIVING THE DOCUMENTS AND CONVENIENT AND ECONOMICAL FOR THE PRODUCING PARTY. ABSENT A SHOWING OF COMPELLING NEED, THE PARTIES NEED NOT PRODUCE METADATA, WITH THE EXCEPTION OF HEADER FIELDS FOR EMAIL CORRESPONDENCE;

3. THE DESCRIPTION OF CUSTODIANS FROM WHOM ELECTRONIC DOCUMENTS MAY BE COLLECTED SHALL BE NARROWLY TAILORED TO INCLUDE ONLY THOSE INDIVIDUALS WHOSE ELECTRONIC DOCUMENTS MAY REASONABLY BE EXPECTED TO CONTAIN EVIDENCE THAT IS MATERIAL TO THE DISPUTE; AND

4. WHERE THE COSTS AND BURDENS OF ELECTRONIC DISCOVERY ARE DISPROPORTIONATE TO THE NATURE OF THE DISPUTE OR TO THE AMOUNT IN CONTROVERSY, OR TO THE RELEVANCE OF THE MATERIALS REQUESTED, THE ARBITRATOR SHALL EITHER DENY SUCH REQUESTS OR ORDER DISCLOSURE ON CONDITION THAT THE REQUESTING PARTY ADVANCE THE REASONABLE COST OF PRODUCTION TO THE OTHER SIDE, SUBJECT TO ALLOCATION OF COSTS IN THE FINAL AWARD AS PROVIDED HEREIN.

G. IN ANY ARBITRATION ARISING OUT OF OR RELATED TO THIS AGREEMENT, EACH SIDE MAY TAKE THREE DISCOVERY DEPOSITIONS. EACH SIDE'S DEPOSITIONS ARE TO CONSUME NO MORE THAN A TOTAL OF 15 HOURS. THERE ARE TO BE NO SPEAKING OBJECTIONS AT THE DEPOSITIONS, EXCEPT TO PRESERVE PRIVILEGE. THE TOTAL PERIOD FOR THE TAKING OF DEPOSITIONS SHALL NOT EXCEED SIX WEEKS.

H. THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD-PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND



EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THIS AGREEMENT'S EXPIRATION OR TERMINATION.

I. ANY PROVISIONS OF THIS AGREEMENT BELOW THAT PERTAIN TO JUDICIAL PROCEEDINGS SHALL BE SUBJECT TO THE AGREEMENT TO ARBITRATE CONTAINED IN THIS SECTION.

21. **GOVERNING LAW AND CONSENT TO JURISDICTION**

21.1 **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.

21.2 **Consent to Jurisdiction.** SUBJECT TO SECTION 20.3 ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR CPR FRANCHISE BUSINESS IS LOCATED.

21.3 **Waiver of Punitive Damages and Jury Trial** EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 13.1, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR AFFILIATES) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

21.4 **Limitation of Claims.** EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

21.5 **Acknowledgment.** YOU AND WE EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF SECTIONS 20 AND 21 ABOVE, (WHETHER RELATING TO ARBITRATION FORUM, VENUE, WAIVER OF JURY TRIAL, LIMITATIONS ON DAMAGES, PROHIBITION AGAINST MULTIPLE PLAINTIFF CLASS ACTIONS, SHORTENED STATUTES OF LIMITATION, AND/OR OTHERWISE) MAY REQUIRE YOU TO TRAVEL TO A DISTANT LOCATION TO RESOLVE A DISPUTE, EXPEND ADDITIONAL FUNDS, AND/OR RAISE CHALLENGES FOR YOU AND/OR US IN PROSECUTION OF CLAIMS/ACTIONS. YOU AND WE VIEW THESE PROVISIONS IN THE CONTEXT OF A DIVERSE FRANCHISE SYSTEM WITH BOTH LARGE AND SMALL, SOPHISTICATED AND UNSOPHISTICATED PARTICIPANTS THAT REQUIRES UNIFORMITY AND PREDICTABILITY. AS SUCH, YOU AND WE KNOWINGLY ACCEPT SUCH PROVISIONS AND LIMITATIONS AS JUSTIFIED BY BUSINESS NECESSITIES AND REPRESENTATIVE OF A REASONABLE BALANCING OF YOUR AND OUR INTERESTS, AND THOSE OF THE SYSTEM AS A WHOLE, AND NOT AS UNFAIR OR BURDENSOME.

## 22. **MISCELLANEOUS PROVISIONS**

22.1 **Survival of Obligations.** Sections 20, 21 and 22 will continue in full force and effect after and notwithstanding the expiration, termination, rescission, or cancellation of this Agreement for any reason, will survive and will govern any claim for rescission or otherwise, as well as any claim against, or with respect to, you, us, the NAF and/or any of our Affiliates. The non-solicitation, confidentiality, protection of the Marks, indemnity/hold harmless obligations, ongoing audit rights and all other post-termination provisions provided in this Agreement shall also survive.

22.2 **Binding Effect. Modification.** This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified or supplemented except by means of a written agreement signed by both you and us. Nothing in this Agreement or in any related agreement, however, is intended to disclaim any of the information provided in the Franchise Disclosure Document. However, you and we understand and agree that changes to the Manuals made in accordance with this Agreement are binding and do not require any acceptance by you, written or otherwise, to be effective and enforceable. No other officer, field representative, salesperson or other person has the right or authority to modify this Agreement, or to make any representations or agreements on our behalf, and any such modifications, representations and/or agreements will not be binding.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship will 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.



22.3 **Construction, etc.** Section headings are for convenience only and do not define, limit, or construe such provisions. This Agreement shall not be construed against either party as a result of the preparation of this Agreement by or on behalf of either party. This Agreement may be executed in multiple counterparts through electronic or non-electronic means, each of which will be deemed an original.

22.4 **Waivers: Cumulative Rights.** No waiver by either party of any breach, default or unfulfilled condition under this or any other agreement between the parties will be deemed a waiver of any subsequent or other breach, default, or unfulfilled condition. No waiver will be effective unless in writing and signed by an authorized representative of the signing party. The rights and remedies provided in this Agreement are cumulative. Except as expressly provided in this Agreement, no party will be prohibited from exercising any rights or remedies provided under this Agreement or permitted under law or equity.

22.5 **Application of Agreement to Parties and Others: Joint and Several Liability.** The rights and obligations of this Agreement run directly between you and us and are not intended to create any third-party beneficiary or similar rights or obligations unless specifically expressed in this Agreement, except that the protections which apply to us relating to indemnification and/or releases will also benefit any of our past, current and/or future Affiliates and that the protections which apply to you will also apply to your Affiliates, unless your Affiliate has executed a separate franchise agreement with us, in which case that Affiliate's protections under that franchise agreement will apply to them. We have the unrestricted right to elect to not enforce (or to selectively enforce) any provision of this Agreement or any other agreement, standard or policy, whether with respect to you and/or any other franchisee or other person, or any Affiliate of you or us, without liability. The provisions of Sections 20, 21 and 22 will apply to any dispute between you (and/or any Affiliate of yours, and/or any person or Entity Franchisee making a claim on your behalf) and any of our past, current and/or future Affiliates, any marketing fund.

## 23. **NOTICES AND PAYMENTS**

All written notices and reports to be delivered by the provisions of this Agreement or of the Manuals will be deemed so delivered by the earlier of the time actually delivered, or as follows: (i) immediately on electronic transmission, including e-mail or any similar means, (ii) the date the email transmission occurs, (iii) one (1) Business Day after being placed in the hands of a commercial courier service for overnight delivery, or (iv) three (3) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to us at MMI-CPR, LLC dba Cell Phone Repair, 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (or our then-current principal place of business), to the attention of the Chief Executive Officer, and to you at the most recent address provided to us by you.

Until your CPR Franchise Business has opened for business, we may send you notices at any physical address or e-mail address appearing in your application for a franchise or in our records. Any required payment or report not actually received by us during regular business hours on the date due will be deemed delinquent. Any notice to you (or your owners) shall be deemed effective as to all Affiliates and owners of you. Any party may change its address for receipt of notices by providing prior written notice of such change to the other party.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Agreement in counterparts on the day and year first above written.

THIS AGREEMENT WILL NOT BECOME EFFECTIVE UNLESS AND UNTIL SIGNED BY A CORPORATE OFFICER OF THE FRANCHISOR.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a/an STATE OF FORMATION/ENTITY TYPE**

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

NAME: \_\_\_\_\_

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

## ACCEPTANCE OF OWNERS

Each of the undersigned (and their spouses) hereby accept and agree to be personally bound by the provisions of the following Sections of the foregoing Franchise Agreement to the same extent as Franchisee: 14, 15, 16, 17, 19, 20, 21, and any other provisions necessary to interpret or enforce any of the foregoing.

Individual operating the Franchise:

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

Spouse of individual operating the Franchise:

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

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

Any other individuals and their spouses who sign the guaranty:

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

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

**SCHEDULE 1**  
**TO THE FRANCHISE AGREEMENT**

**“SITE” AND/OR “DESIGNATED AREA”**

Site: (TBD WITHIN OR ADDRESS). Franchisee must re-execute this Schedule on or before six (development schedule) months after the Commencement Date. Until such time as this Schedule is re-executed, Franchisee acknowledges that it does not have the exclusive rights to the entire territory.

The “Designated Area” is the area marked on the attached map.

Date Schedule is Re-executed: \_\_\_\_\_.

CPR of: \_\_\_\_\_.

**FRANCHISOR**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a/an STATE OF FORMATION/ENTITY TYPE**

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

NAME: \_\_\_\_\_

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

**SCHEDULE 2**  
**TO THE FRANCHISE AGREEMENT "RELEASE LANGUAGE"**  
**FULL AND FINAL GENERAL RELEASE**

**FOR AND IN CONSIDERATION** of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. The Franchisee and its successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties (collectively, the "Franchisee Parties") do hereby release and forever discharge MMI-CPR, LLC dba Cell Phone Repair and its affiliates, and their respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, officers, directors, principals, employees and affiliated parties (collectively, the "CPR Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, including, without limitation: (a) arising out of or related to the CPR Parties' obligations under the franchise agreement or (b) otherwise arising from or related to the Franchisee Parties' relationship, from the beginning of time to the date of Franchisee's signature below, with any of the CPR Parties. If the Franchisee Parties are located in or operate a CPR Franchise Business in the state of Washington, this General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted hereunder.

2. Franchisee, on your own behalf and on behalf of the other Franchisee Parties, further covenant not to sue any of the CPR Parties on any of the claims released by the preceding paragraph and represent that Franchisee has not assigned any such claims released by the preceding paragraph to any individual or entity who is not bound by this Release. It is understood and agreed that this Release is not to be construed as an admission of liability with respect to the CPR Parties.

3. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

4. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

5. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

6. The parties hereby covenant and agree that each shall not make, at any time or place, any disparaging remarks, verbally or in writing, concerning any of the parties' actions or perceived omissions, regarding any matter connected with this "Exclusive Agreement" or otherwise take any action that would disparage or cast doubt upon the business acumen or judgment of any other party. Each party understands and acknowledges that each other party's business and reputation are of special, unique, and extraordinary character, which gives them a particular value, the loss of which cannot reasonably be compensated in damages in an action at law. Accordingly, each party further agrees that in addition to any other rights or remedies that any other party may possess at law, any aggrieved party shall be entitled to injunctive and other equitable relief in order to prevent or remedy a breach of the provisions of this Agreement by any other party hereto.

7. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

8. This Release shall be governed by and construed pursuant to the laws of the State of Georgia.

9. This Release may be executed in two copies, each of which shall be deemed an original.

IF THE CPR FRANCHISE BUSINESS OPERATING UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR THE FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE FRANCHISEE PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE CPR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE CPR PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON FRANCHISEE'S OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."**

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE

GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the CPR Franchise Business is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

Any general release provided hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

All releases given by the Parties are intended to constitute a full, complete, unconditional, and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Parties represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Releasing Parties, in the Releasing Parties independent judgment, believe necessary or appropriate.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

FRANCHISOR

MMI-CPR, LLC dba Cell Phone Repair

(By our Signature above, we attest to this Agreement for stockholders, corporate and individually)

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

FRANCHISEE

Franchisee Name

On behalf of ENTITY

(By our Signature above, we attest to this Agreement for stockholders, corporate and individually)



**SCHEDULE 3**  
**TO THE FRANCHISE AGREEMENT**  
**ELECTRONIC FUNDS TRANSFER**  
**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO MMI-CPR, LLC**  
**dba Cell Phone Repair**

Date of Request: \_\_\_\_\_ State: \_\_\_\_\_ Franchisee: \_\_\_\_\_  
Store ID: \_\_\_\_\_

**I authorize MMI-CPR, LLC to deduct fees from my account designated below.**

Bank Account Information (Please attach a voided check):

\*Name on Bank Account: \_\_\_\_\_  
Depository (Bank Name): \_\_\_\_\_  
Routing/Transit ABA Number: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_

\*The bank account associated with the store must be in the name of the entity or an individual who has signed the franchise agreement.

I hereby authorize MMI-CPR, LLC to initiate and process debit entries electronically, by paper means or by any other commercially accepted method to my (our) account at the depository institution indicated above. This authority is to remain in full force and effect until MMI-CPR, LLC and/or Depository Institution has received written notification 30 days prior to the collection date. The Franchisee or MMI-CPR, LLC has authority to terminate this agreement.

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Signature of franchisee

Print Name

Date

Please email this form with a copy of a voided check to:

MMI-CPR, LLC

Attn: Holly Thomas

Phone: 305-253-2244 x 4031182; holly.thomas@assurant.com

**SCHEDULE 4**  
**TO THE FRANCHISE AGREEMENT**  
**ENTITY INFORMATION**

Entity Name, Type, State of Organization:

Entity W9 Number:

**Owner Information:**

**Primary Owner and Main Contact:**

|                                          |  |
|------------------------------------------|--|
| <b>Name:</b>                             |  |
| <b>Mailing address (non-CPR):</b>        |  |
| <b>Email address (personal and CPR):</b> |  |
| <b>Telephone number:</b>                 |  |
| <b>Percentage of ownership:</b>          |  |
| <b>Title with entity:</b>                |  |
| <b>Signing authority (Yes or No):</b>    |  |
| <b>Spouse (Yes or No):</b>               |  |
| <i>If yes,</i>                           |  |
| <b>Spouse name:</b>                      |  |
| <b>Spouse email address:</b>             |  |

**Second Owner:**

|                                          |  |
|------------------------------------------|--|
| <b>Name:</b>                             |  |
| <b>Mailing address (non-CPR):</b>        |  |
| <b>Email address (personal and CPR):</b> |  |
| <b>Telephone number:</b>                 |  |
| <b>Percentage of ownership:</b>          |  |
| <b>Title with entity:</b>                |  |
| <b>Signing authority (Yes or No):</b>    |  |
| <b>Spouse (Yes or No):</b>               |  |
| <i>If yes,</i>                           |  |
| <b>Spouse name:</b>                      |  |

|                              |  |
|------------------------------|--|
| <b>Spouse email address:</b> |  |
|------------------------------|--|

**Third Owner:**

|                                          |  |
|------------------------------------------|--|
| <b>Name:</b>                             |  |
| <b>Mailing address (non-CPR):</b>        |  |
| <b>Email address (personal and CPR):</b> |  |
| <b>Telephone number:</b>                 |  |
| <b>Percentage of ownership:</b>          |  |
| <b>Title with entity:</b>                |  |
| <b>Signing authority (Yes or No):</b>    |  |
| <b>Spouse (Yes or No):</b>               |  |
| <i>If yes,</i>                           |  |
| <b>Spouse name:</b>                      |  |
| <b>Spouse email address:</b>             |  |

**SCHEDULE 5**  
**TO THE FRANCHISE AGREEMENT**  
**OWNER'S GUARANTY AND ASSUMPTION OF ENTITY FRANCHISEE FRANCHISEE'S**  
**OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by FRANCHISEE NAME (the "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date (the "Agreement") by MMI-CPR, LLC dba Cell Phone Repair (the "Franchisor"), and ENTITY ("Franchisee"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability. Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; and (5) Guarantor is bound by the restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement.

Each of the undersigned Guarantor represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of a marital estate. Guarantor hereby consents and agrees that:

(a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other owners of Franchisee;

(b) Guarantor shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

(c) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement,

resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(d) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and

(e) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

Guarantor agrees to be personally bound by the arbitration obligations under Section 20.3 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 20.3 of the Agreement in accordance with its terms.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.

**GUARANTOR(S):**

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

|                                             |
|---------------------------------------------|
| _____<br>Signature                          |
| _____<br>Print Name                         |
| Percentage of Ownership in Franchise: _____ |

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

|                                     |
|-------------------------------------|
| _____<br>Name of Guarantor          |
| _____<br>Name of Guarantor's Spouse |
| _____<br>Spouse Signature           |

|                                     |
|-------------------------------------|
| _____<br>Name of Guarantor          |
| _____<br>Name of Guarantor's Spouse |
| _____<br>Spouse Signature           |

|                                     |
|-------------------------------------|
| _____<br>Name of Guarantor          |
| _____<br>Name of Guarantor's Spouse |
| _____<br>Spouse Signature           |

|                                     |
|-------------------------------------|
| _____<br>Name of Guarantor          |
| _____<br>Name of Guarantor's Spouse |
| _____<br>Spouse Signature           |

**EXHIBIT A-1 TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**New Store Development Incentive Program (GROWTH) ADDENDUM**



## GROWTH ADDENDUM

This GROWTH Program (**GROWTH**) **ADDENDUM** (this “**Addendum**”) is executed by and between **MMI-CPR, LLC** dba Cell Phone Repair, is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”) and [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**” or “**your**”) as of the day this Addendum is executed by us (the “**Effective Date**”). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

### RECITALS

1. Concurrently with the execution of this Addendum, we and you have entered into that certain franchise agreement of even date herewith (the “**Franchise Agreement**”) pursuant to which we granted you a Franchise to operate a CPR Franchise Business within the Designated Area.
2. You currently own and operate a CPR Franchise Business under a different franchise agreement, and you have now agreed to develop another CPR Franchise Business under the terms of the Franchise Agreement. Accordingly, the parties have agreed to amend the Franchise Agreement in accordance with the terms of this Addendum.

**FOR AND IN CONSIDERATION** of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, you and we agree as follows:

1. **Initial Franchise Fee and Initial Training Fee.** We agree to waive the initial franchise fee payable in accordance with Section 5.1 of the Franchise Agreement. We also agree to waive the initial training fee payable in accordance with Section 5.2 of the Franchise Agreement.
2. **Royalty.** You agree to pay a Royalty of 5.8% based on the Gross Volume of your CPR Franchise Business twice per month (or otherwise as we require from time to time with appropriate pro-rata adjustments if the period changes). You must pay us the Royalty within three (3) days after such accounting period. Your Royalty due shall be the greater of: (i) the amount calculated using the applicable percentage above or (ii) \$600 twice per month (“**Royalty Minimum**”). The Royalty Minimum shall be waived for the first six (6) months your CPR Franchise Business is open and operating. From the Seventh (7<sup>th</sup>) month onward, the Royalty Minimum shall apply. All other terms regarding Royalty payment, such as frequency and manner of payment, shall be governed by the provisions of the Franchise Agreement. You acknowledge and agree that upon transfer of the CPR Store, the transferee shall be responsible for the Royalty payable under our then-current form of franchise agreement.
3. **Miscellaneous.** This Addendum forms an integral part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as of the Effective Date.

**MMI-CPR, LLC dba Cell Phone Repair**

**ENTITY**

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

NAME: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

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

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

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

**EXHIBIT A-2 TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**SCP ADDENDUM**

## SCP ADDENDUM

This **Store Conversion Program (SCP) ADDENDUM** (this “**Addendum**”) is executed by and between **MMI-CPR, LLC** dba Cell Phone Repair, is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”) and [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**” or “**your**”) as of DATE, the day this Addendum is executed by us (the “**Effective Date**”). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

### RECITALS

1. You are a new CPR Franchisee who concurrently with the execution of this Addendum, entered into with us a certain franchise agreement of even date herewith (the “**Franchise Agreement**”) pursuant to which we granted you a Franchise to operate a CPR Franchise Business within the Designated Area.
2. You have represented to us that you currently own and operate a business which provides repair services for electronic devices (the “**Existing Store**”) which you plan to convert into a CPR Franchise Business. Accordingly, we have agreed to amend the Franchise Agreement in accordance with the terms of this Addendum.

**FOR AND IN CONSIDERATION** of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, you and we agree as follows:

1. **Initial Franchise Fee and Initial Training Fee.** We agree to waive the initial franchise fee payable in accordance with Section 5.1 of the Franchise Agreement.
2. **Re-branding.** You agree to convert the Existing Store into your CPR Franchise Business in accordance with the Re-branding specifications, standards and procedures prescribed by us from time to time either in the Manuals or otherwise. You agree and acknowledge that Re-branding will include, but will not be limited to, the actions described in Attachment A hereto. You agree to complete the Re-branding within ninety (90) days from the Effective Date, failing which we reserve the right to terminate the Franchise Agreement. Within ten (10) days after the completion of the Re-branding of the Existing Store, you must provide us with photographs of multiple interior and exterior views of your CPR Franchise Business and provide us such other documents to evidence the Re-branding as may be reasonably requested by us.
3. **Miscellaneous.** This Addendum forms an integral part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as of the Effective Date.

**MMI-CPR, LLC dba Cell Phone Repair**

**ENTITY**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

### **Attachment A to SCP Addendum**

Below is a non-exhaustive list of the action you must undertake to convert the Existing Store into a CPR Franchise Business.

1. Remove and/or place all exterior landmarks to adhere to CPR's exterior signage requirements.
2. Remove and/or replace all interior fixtures, furniture, signage, and landmarks to adhere to CPR's retail build-out requirements.
3. Purchase all equipment and inventory specified in the Manuals or otherwise upon our direction.
4. Cease using any existing website used to promote the Existing Store and begin using the CPR website, [www.cellphonerepair.com](http://www.cellphonerepair.com).
5. Commence use of CPR's POS (point of sale), RepairQ, as required by the terms of the Franchise Agreement.

**EXHIBIT A-3 TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**SAVE ADDENDUM**



## SAVE ADDENDUM

This **SAVE Program (SAVE) ADDENDUM** (this “**Addendum**”) is executed by and between **MMI-CPR, LLC** dba Cell Phone Repair, is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”) and [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**” or “**your**”) as of the day this Addendum is executed by us (the “**Effective Date**”). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

## RECITALS

1. Concurrently with the execution of this Addendum, we and you have entered into that certain franchise agreement of even date herewith (the “**Franchise Agreement**”) pursuant to which we granted you a Franchise to operate a CPR Franchise Business within the Designated Area.
2. You currently own and operate a CPR Franchise Business and you have now agreed to acquire an existing CPR Franchise Business whose Gross Volume does not meet our then-current criteria (your “**SAVE CPR Franchise Business**”) under the terms of the Franchise Agreement. Accordingly, the parties have agreed to amend the Franchise Agreement in accordance with the terms of this Addendum.

**FOR AND IN CONSIDERATION** of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, you and we agree as follows:

1. **Initial Franchise Fee and Initial Training Fee.** We agree to waive the initial franchise fee payable in accordance with Section 5.1 of the Franchise Agreement. We also agree to waive the initial training fee payable in accordance with Section 5.2 of the Franchise Agreement.
2. **Royalty.** Notwithstanding anything to the contrary in the Franchise Agreement, Royalty for your SAVE CPR Store will be an amount equal to 5.8% of its Gross Volume, subject to a minimum Royalty of \$600 per Royalty payment. The minimum royalty payment shall be waived for the first year your CPR Franchise Business is open and operating. After the first year you are open and operating, the royalty minimum shall apply. All other terms regarding Royalty payment, such as frequency and manner of payment, shall be governed by the provisions of the Franchise Agreement. You acknowledge and agree that upon transfer of your SAVE Franchise Business, the transferee shall be responsible for the Royalty payable under our then-current form of franchise agreement.
3. **Miscellaneous.** This Addendum forms an integral part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as of the Effective Date.

**MMI-CPR, LLC dba Cell Phone Repair**

**ENTITY**

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

NAME: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

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

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

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

**EXHIBIT A-4 TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**ADDENDUM FOR FIXTURES, TOOLS, AND EQUIPMENT FUNDING**

## ADDENDUM FOR FIXTURES, TOOLS, AND EQUIPMENT FUNDING

This **ADDENDUM FOR FIXTURES, TOOLS, AND EQUIPMENT FUNDING** (this “**Addendum**”) is executed by and between **MMI-CPR, LLC** dba Cell Phone Repair., is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”) and [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**” or “**your**”) as of the day this Addendum is executed by us (the “**Effective Date**”). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

### RECITALS

1. You are purchasing your first CPR Franchise Business or qualify to purchase a new CPR Franchise Business under the SCP or GROWTH Programs. You executed a franchise agreement with us on \_\_\_\_\_ (“Franchise Agreement”)
2. We have agreed to provide you with approved fixtures, tools, and equipment valued up to \$20,000 for your new CPR Franchise Business located at \_\_\_\_\_ in accordance with the terms and conditions of this Addendum.

**FOR AND IN CONSIDERATION** of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, the parties agree as follows:

1. We agree to provide you with fixtures, tools, and equipment valued at up to \$20,000 for your new CPR Franchise Business. A description of approved fixtures, tools, and equipment we will purchase for you will be provided to you in the Operations Manual and/or other materials we provide. We shall place all orders for you within 120 days of the opening date of the CPR Franchise Business. We shall not purchase fixtures, tools, and equipment for any amount in excess of \$20,000.
2. You shall have title and possession to the fixtures, tools, and equipment and you will not be required to reimburse us for these purchases, provided your CPR Franchise Business remains open and operating for the entire term of the Franchise Agreement.
3. You will be required to reimburse us for the purchase of approved fixtures, tools, and equipment if your CPR Franchise Business does not remain open and operating the entire term of the Franchise Agreement. In the event the Franchise Agreement for the CPR Franchise Business is terminated at any point, you will be required to pay us a pro-rated amount corresponding to the amount of time remaining on the term of the Franchise Agreement for which you received funding. By way of example, if your Franchise Agreement terminates at the beginning of year five (i.e., after 48 months) and we purchased fixtures, tools, and equipment for you valued at \$20,000, you will be required to pay to us an amount equal to \$4,000 (i.e.,  $(20,000/5) \times 1$ ).
4. In exchange for us providing this funding to you, you and your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties (collectively, the “Franchisee Parties”) do hereby release and forever discharge us and our affiliates, and our respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, officers, directors, principals, employees and affiliated parties (collectively, the “CPR Parties”) from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, from the beginning of time to the date hereof (collectively,

the "Claims"), including, without limitation, Claims arising out of or related to our obligations under the franchise agreement or otherwise arising from or related to the parties' relationship thereunder.

If you are located in or operate a CPR Franchise Business in the state of Washington, this General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted hereunder.

IF THE CPR FRANCHISE BUSINESS OPERATING UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE FRANCHISEE PARTIES. YOU RECOGNIZE THAT YOU OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE CPR PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE CPR PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR'S SETTLEMENT WITH THE DEBTOR."**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the CPR Franchise Business is located in Maryland or if you are a resident of Maryland, the following shall apply: Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. This Addendum forms an integral part of the Franchise Agreement and are hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as of the Effective Date.

**MMI-CPR, LLC dba Cell Phone Repair**

**ENTITY**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**EXHIBIT A-5 TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**ADDENDUM FOR APPROVED FIXTURES FUNDING**



## ADDENDUM FOR APPROVED FIXTURES FUNDING

This **ADDENDUM FOR APPROVED FIXTURES FUNDING** (this “**Addendum**”) is executed by and between **MMI-CPR, LLC** dba Cell Phone Repair, is a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”) and [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**” or “**your**”) as of the day this Addendum is executed by us (the “**Effective Date**”). All capitalized terms used and not defined in this Addendum shall have meaning assigned to them under the Franchise Agreement (as defined below).

### RECITALS

1. You are purchasing an existing CPR Franchise Business under the SAVE Program. You executed a franchise agreement with us on \_\_\_\_\_ (“Franchise Agreement”).
2. You wish to obtain funding from us to purchase approved fixtures to be used solely at the CPR Franchise Business located at \_\_\_\_\_.
3. We have agreed to provide you with up to \$10,000 to purchase approved fixtures for your CPR Franchise Business in accordance with the terms and conditions of this Addendum.

**FOR AND IN CONSIDERATION** of the foregoing Recitals (which are incorporated in and made a part of this Addendum), the covenants contained herein and other valuable consideration, the parties agree as follows:

1. We agree to make available to you up to \$10,000 for the purchase of fixtures for your CPR Franchise Business to be purchased from our approved vendor. A description of approved fixtures will be provided to you in the Operations Manual and/or other materials we provide. All orders must be placed within 30 days of signing this Addendum. If orders are not placed within this time frame, you will not receive any funding. We will pay the vendor directly. We will not provide funding for fixtures for any amount in excess of \$10,000.
2. You will have title and possession to the fixtures we purchase for you and you will not be required to reimburse us for these purchases, provided your CPR Franchise Business remains open and operating during the entire term of the Franchise Agreement.
3. If your Franchise Agreement for the CPR Franchise Business is terminated at any point during the term of the Franchise Agreement, you will be required to pay us a pro-rated amount corresponding to the amount of time remaining on the term of the Franchise Agreement. By way of example, if your Franchise Agreement terminates at the beginning of year five (i.e., after 48 months) and you received \$10,000 from us for approved fixtures, you will be required to pay to us \$2,000 for the fixtures.
4. In exchange for us providing this funding to you, you and your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, officers, directors, principals, employees and affiliated parties (collectively, the “Franchisee Parties”) do hereby release and forever discharge us and our affiliates, and our respective successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, officers, directors, principals, employees and affiliated parties (collectively, the “CPR Parties”) from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, from the beginning of time to the date hereof (collectively,

the “Claims”), including, without limitation, Claims arising out of or related to our obligations under the franchise agreement or otherwise arising from or related to the parties’ relationship thereunder.

If you are located in or operate a CPR Franchise Business in the state of Washington, this General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and the rules adopted hereunder.

IF THE CPR FRANCHISE BUSINESS OPERATING UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE FRANCHISEE PARTIES. YOU RECOGNIZE THAT YOU OR THE FRANCHISEE PARTIES MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE CPR PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE CPR PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE FRANCHISEE PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THE CREDITOR’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE CREDITOR MUST HAVE MATERIALLY AFFECTED THE CREDITOR’S SETTLEMENT WITH THE DEBTOR.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the CPR Franchise Business is located in Maryland or if you are a resident of Maryland, the following shall apply: Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. This Addendum forms an integral part of the Franchise Agreement and is hereby incorporated into the Franchise Agreement. Except as expressly provided for in this Addendum, all provisions of the Franchise Agreement, or any other agreements by and between the parties, and any amendments thereto shall remain in full force and effect. If there is any conflict between this Addendum and the Franchise Agreement, or any amendments thereto, the terms of this Addendum shall prevail. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum or any counterpart may be executed and transmitted by electronic means and any such electronically executed or transmitted copy shall be treated as an original.

**IN WITNESS WHEREOF**, the parties have executed this Addendum to be effective as of the Effective Date.

**MMI-CPR, LLC dba Cell Phone Repair**

**ENTITY**

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

**EXHIBIT B**

**MULTI-STORE DEVELOPMENT AGREEMENT**

**MMI-CPR, LLC dba Cell Phone Repair**

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**MULTI-STORE DEVELOPMENT AGREEMENT**

## MULTI-STORE DEVELOPMENT AGREEMENT

**THIS MULTI-STORE DEVELOPMENT AGREEMENT** (the “**Agreement**”) dated as of [Date] (the “**Effective Date**”) is made between [Franchisee Name], a [Entity Type], conducting business at [Address] (“**you**,” or “**your**”), and MM-CPR, LLC dba Cell Phone Repair a Delaware limited liability company, located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“**we**,” “**us**” or “**our**”).

### RECITALS

A. We and our affiliates have developed businesses (each, a “**CPR Franchise Business**”) that provide repair services we authorize for smart phones, cell phones, laptops, game systems and other electronic devices (the “**Devices**”) and sell certain new and refurbished Devices, accessories and repair parts for the Devices and other products that we authorize using the names “CPR” and “Cell Phone Repair,” as well as other trademarks, service marks, trade names, logos, trade dresses and other commercial symbols we periodically designate (collectively, the “**Marks**”). We have developed distinctive business formats, systems, methods, procedures, designs, layouts, standards and specifications for the CPR Franchise Businesses, all of which we may modify periodically (the “**System**”).

B. You would like to use our Marks and System in connection with the development of a certain number of CPR Franchise Businesses in a specific geographical area as set forth herein. We desire to grant you the exclusive right to open and operate such CPR Franchise Businesses within a development area under the terms and conditions which are contained in this Agreement.

The parties therefore agree as follows:

### 1. GRANT OF DEVELOPMENT RIGHTS

**1.1. Development Area.** We grant to you (or your affiliate(s)), so long as you (and your affiliate(s)) are not in default of any of your obligations under this Agreement, any Franchise Agreement (as defined below) or any operations manual thereto, or any other agreement with us or our affiliates, the right to open and operate CPR Franchise Businesses using the Marks and System in the geographic area described in Schedule 1 attached hereto (“**Multi-Store Development Area**”). In order to retain the right to open and operate the CPR Franchise Businesses within the Multi-Store Development Area, you must develop CPR Franchise Businesses in accordance with the Development Schedule. Failure to do so will result in the termination of this Agreement in accordance with Section 4.

Except as set forth in Section 1.2 below, we and our affiliates shall not establish, nor shall we offer a license to any other party to establish, a CPR Franchise Business using the Marks and System anywhere within the Multi-Store Development Area, so long as you fully comply with this Agreement. In the event you do not fully comply with this Agreement, you will lose all rights to exclusivity automatically upon default and you agree that this Agreement shall terminate, and we or a third party shall have the right to develop a CPR Franchise Business within the Multi-Store Development Area. Nothing contained herein shall be a waiver of our right to terminate based on your default.

**1.2. Our Reservation of Rights.** You acknowledge that the rights granted in this Agreement are non-exclusive and that we retain the rights, among others, to: (1) sell or otherwise distribute any products or services anywhere, whether at wholesale, retail or otherwise and whether or not using the Marks or System, without restriction of any kind, in any alternative or other channel of distribution, whether or not located in the Multi-Store Development Area, and to customers located anywhere; (2) use and license others to use, the Marks and the System for the operation of

CPR Franchise Businesses at any location outside of the Multi-Store Development Area; (3) use and license the use of alternative marks or methods in connection with the operation of businesses which may provide cell phone repair services at any location, which businesses may be the same as, similar to, or different from CPR Franchise Businesses; (4) to offer and sell any products and services under the Marks or other trademarks and service marks that are offered by a CPR Franchise Business at or through any permanent, temporary, or seasonal facility, in any stadium, shopping mall, co-branded retail store, entertainment or amusement park, airport, highway travel plaza, military base, museum, university, elementary or secondary school, office or commercial building, hospital, military facility, or at special events in the Multi-Store Development Area; (5) acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere, including arrangements in which we (and/or any of our affiliates) are acquired, and/or company-owned, franchised or other businesses (including your CPR Franchise Businesses) are converted to another format, maintained under the System or otherwise; and (6) sell all or substantially all of our assets (through an asset or stock transaction), and following such assignment the assignee's affiliates will not be prohibited from operating or franchising a Similar Business within your Multi-Store Development Area.

**1.3. Franchise Agreement.** The parties acknowledge that the operation of each CPR Franchise Business shall be governed by a franchise agreement signed by us and your Authorized Entity (each, a “**Franchise Agreement**”). The Franchise Agreement for each CPR Franchise Business you open under the terms of this Agreement shall be our then-current form of Franchise Agreement. The initial franchise fee and training fee will be waived for all CPR Franchise Businesses developed under this Agreement. At the signing of this Agreement, you must sign and deliver to us at least one Franchise Agreement for each of the CPR Franchise Business you are required to develop under the terms of this Agreement. You must comply with the terms and conditions of all the Franchise Agreements as a part of your obligations hereunder and your failure to execute and comply with such Franchise Agreements shall be a breach of this Agreement.

## 2. FEES

**2.1 Fees.** Upon execution of this Agreement, you must pay a development fee of \$39,900 for the first 5 CPR Franchise Businesses to be developed under the MSD Program and an additional \$5,000 for each subsequent CPR Franchise Business to be developed. The development fee is fully earned by us upon execution of this Agreement and is not refundable under any circumstances.

## 3. DEVELOPMENT OBLIGATIONS

**3.1. Development Schedule.** You agree to develop and open for business the following number of CPR Franchise Businesses in the Multi-Store Development Area, including the CPR Franchise Business governed by the Franchise Agreement executed before or concurrently with this Agreement, in accordance with the following schedule (“**Development Schedule**”):

| Number of Months After Effective Date of Agreement | Number of Required CPR Franchise Businesses |
|----------------------------------------------------|---------------------------------------------|
| 6 months                                           | 1                                           |
| 9 months                                           | 2                                           |
| 12 months                                          | 3                                           |
| 15 months                                          | 4                                           |

|           |   |
|-----------|---|
| 18 months | 5 |
|-----------|---|

This Development Schedule may be amended in writing only upon mutual agreement of the parties. You agree that during the term of this Agreement, in addition to meeting the Development Schedule, you will at all times faithfully, honestly, and diligently perform your obligations hereunder and will continuously exert your best efforts to develop and open for business CPR Franchise Businesses in the Multi-Store Development Area. You further acknowledge and agree that satisfaction of the Development Schedule does not automatically mean that you have complied with your obligations hereunder.

### **3.3. Qualifications.**

**3.3.1 Financial Qualifications.** In conjunction with our review of a proposed site for a CPR Franchise Business location, we may require that you, your affiliates, and/or subsidiaries furnish us with financial statements, statements of the sources and uses of capital funds, budgets, and other information, as well as any then-existing CPR Franchise Businesses that you own. All such information (i) will be verified by you as being complete and accurate in all respects; (ii) must be submitted to us in accordance with our requirements; and (iii) will be relied on by us in determining whether to approve the location for the proposed CPR Franchise Business. We may disapprove a location for a CPR Franchise Business if you, your affiliates, and/or subsidiaries: (i) fail to demonstrate sufficient financial and management capabilities to properly develop and operate the proposed CPR Franchise Business and the then-existing CPR Franchise Businesses; and (ii) are not current on payments owed under any Franchise Agreement or other agreement with us and/or our affiliates. We will evaluate such financial and management capabilities in accordance with the then-current standards we use with our new franchisees.

**3.3.2 National Account Participation.** All CPR Franchise Businesses developed and opened under this Agreement will be required to participate in all national account programs that we may implement from time to time.

**3.4. Lease or Purchase of Store Location.** You shall not, without our prior written approval, enter into any contract for the purchase or lease of any premises for use as a CPR Franchise Business. You acknowledge and agree that our approval of a location does not constitute a guarantee, recommendation, or endorsement of the location of the CPR Franchise Business, and that the success of the CPR Franchise Business depends on your abilities as an independent businessperson. You also acknowledge that our approval of a lease or purchase agreement for the CPR Franchise Business by us does not constitute a recommendation, endorsement, or guarantee by us of the suitability or profitability of the location, the lease or purchase agreement. Approval by us of the terms of the purchase agreement or lease shall simply mean that the terms contained in the purchase agreement or lease, as they relate to our rights, are acceptable to us. Under no circumstances shall our approval of the terms of the purchase agreement or lease mean that we believe the terms of the purchase agreement or lease are favorable to you. You acknowledge that we have advised you to obtain your own competent counsel to review the purchase agreement or lease before signing them.

**3.5. Ownership of CPR Franchise Businesses.** You shall own all of the CPR Franchise Businesses, unless we provide prior approval for your affiliate or subsidiary to develop, own, and/or operate a CPR Franchise Business under this Agreement. You shall provide us with all requested



documentation for the affiliate or subsidiary, including but not limited to Articles of Incorporation, By Laws, and financial statements.

**3.6. Funding for Signage, Tools, Fixtures, and Equipment.** We may, at our sole discretion, offer you funding for certain signage, tools, fixtures, and equipment for CPR Franchise Businesses developed and opened under this Agreement. You will be required to execute a separate agreement for funding.

#### 4. TERM AND TERMINATION

**4.1. Term.** This Agreement shall commence as of the date of execution hereof and shall end on the earlier of the date by which the last CPR Franchise Business opens or the date it is scheduled to open pursuant to the Development Schedule After expiration of the term, or earlier termination of this Agreement as provided below, we shall have the right to establish, or license to any other party, including an or franchisee, to establish a CPR Franchise Businesses anywhere within the terminated Multi-Store Development Area; provided, however, that the “Designated Area” of each of your existing CPR Franchise Businesses, as defined in each of the Franchise Agreement(s) that govern the CPR Franchise Businesses, will remain in effect for the respective term of the Franchise Agreement(s), unless sooner terminated.

**4.2. Termination By Us.** We shall have the right to terminate this Agreement and all your rights hereunder, effective upon delivery of notice of termination to you, if any of the following occurs:

- a. You fail to meet a Development Schedule deadline set forth in Section 3.1 above, with no opportunity to cure;
- b. If you are otherwise in breach of any provision of this Agreement and do not cure such breach within 15 days;
- c. If you have made any material misrepresentation or omission in your application or in any report, claim, request for reimbursement or other similar document submitted to us, including, without limitation, any financial statement; or
- d. Upon the termination of any Franchise Agreement or other agreement between you and us (or our affiliates).

**4.3. Post-Termination Obligations.** In the event of termination of this Agreement for any reason, you shall remain subject to the provisions of Article 6 of this Agreement regarding covenants not to compete, in addition to the terms and conditions of any and all Franchise Agreements executed in furtherance of this Agreement. You shall no longer have right to develop CPR Franchise Businesses within the Multi-Store Development Area.

#### 5. TRANSFER

**5.1. Transfer by You.** The rights granted herein are personal to you and, except as stated below, we shall not allow or permit any transfer of this Agreement, any interest hereunder, or the ownership of you. In addition, you shall not assign or pledge this Agreement or any interest hereunder or the ownership of you for any loans or other financing to anyone other than us.

**5.2. Transfer of Ownership of CPR Franchise Businesses.** The transfer of any CPR Franchise Business developed and opened in accordance with this Agreement shall be completed in accordance with the terms of its Franchise Agreement.

**5.3. Assignment by Us.** This Agreement, and any and/or all of our rights and/or obligations under it, are fully transferable by us in our sole discretion and will inure to the benefit of any person or entity to whom we transfer it, or to any other legal successor to our interest in this Agreement.

## **6. RESTRICTIVE COVENANTS**

**6.1. Non-Competition During Term.** During the Term of this Agreement, you agree that neither you, any affiliate of yours, nor any shareholder, member or partner of yours, nor any member of the immediate family of any shareholder, member or partner of yours or any of the foregoing, will: (a) have any direct or indirect interest as a disclosed or beneficial owner in any Similar Business located anywhere; (b) have any direct or indirect interest as a disclosed or beneficial owner in any entity which is awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses located anywhere; (c) perform services for any Similar Business located anywhere; or (d) directly or indirectly employ, or seek to employ, any person who is employed by us, any of our affiliates or by any other Cell Phone Repair franchisee, without the prior written consent of us and that person's employer.

For purposes of this Agreement, a “**Similar Business**” means any enterprise or entity that offers or is otherwise involved in or deals with the repair of cell phones, “smart” phones, tablets, computers and video games, or the sale of accessories and related products and services offered by CPR Franchise Businesses, including any such enterprise or entity awarding franchises or licenses to operate or be involved with any such business.

**6.2. Post-Termination Covenant Not to Compete.** For one (1) year after any transfer, termination, expiration or repurchase of this Agreement, the termination of your rights, and/or the date on which you cease to operate your last CPR Franchise Business, whichever is later, neither you, any Affiliate of yours, nor any shareholder, member or partner of yours, will: (a) have any direct or indirect interest as a disclosed or beneficial owner in any Similar Business located within the Multi-Store Development Area or within fifty (50) miles of the Multi-Store Development Area; (b) have any direct or indirect interest as a disclosed or beneficial owner in any entity which is awarding franchises or licenses or establishing joint ventures or other business enterprises for the operation of Similar Businesses located within the Multi-Store Development Area or within fifty (50) miles of the Multi-Store Development Area; or (c) perform services for any Similar Business located within the Multi-Store Development Area or within fifty (50) miles of the Multi-Store Development Area. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

## **7. BUSINESS RELATIONSHIPS**

**7.1. Independent Contractor.** During the term of this Agreement, you shall be an independent contractor and shall in no way be considered as an agent, partner or employee of us. It is understood and agreed that no agency or partnership is created by this Agreement. As such, you have no authority of any nature whatsoever to bind us or incur any liability for or on behalf of us or to represent yourself as anything other than an independent contractor.

**7.2. Indemnification.** You shall indemnify and hold harmless us and our affiliated companies and their respective officers, directors, owners, managers, agents and representatives (“**Indemnified Parties**”) from all fines, suits, proceedings, claims, demands or actions of any kind or nature, including reasonable attorneys’ fees, from anyone whomsoever, directly or indirectly arising or growing out of, or otherwise connected with, your actions or failure to act, under this Agreement, or the your operation of your CPR Franchise Business(s) developed under this Agreement, unless (and then only to the extent that) any such fines, suits, proceedings, claims, demands or actions are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. We shall have the right to defend any such claim against us. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

## **8. MISCELLANEOUS**

**8.1. Arbitration.** We and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, owners, officers, directors, agents, and/or employees, and you or your affiliates (and your and their respective shareholders, members, officers, directors, agents, and employees) arising out of or related to:

- a. this Agreement or any other agreement between us and you;
- b. our relationship with you;
- c. the scope or validity of this Agreement or any other agreement between you and us or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section 8.1, which you and we acknowledge is to be determined by an arbitrator, not a court); or
- d. any system standard

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association in the United States (“AAA”). The arbitration proceedings will be conducted by one arbitrator and, except as this Section 8.1 otherwise provides, according to the AAA’s then-current rules. All proceedings will be conducted at a suitable location chosen by the arbitrator in Atlanta, Georgia; provided that if our principal place of business ceases to be in Georgia, the proceedings will be conducted within fifty (50) miles of our then-current principal place of business. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys’ fees and costs (as allowable under this Agreement or applicable law), except that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 8.14, award any punitive, exemplary or multiple damages against either party. You and we hereby waive to the fullest extent permitted by

law, except as expressly provided in Section 8.14, any right to or claim for any punitive, exemplary or multiple damages against the other.

You and we agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. You and we further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 8.9.

You and we agree that arbitration will be conducted on an individual, not a class wide, basis and that an arbitration proceeding between us and our affiliates (and our and its affiliates' respective shareholders, members, officers, directors, agents, and employees) and you (and your owners, guarantors, affiliates, and employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 8.1 or Section 8.6, if any arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 8.1, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with Section 8.3.

Despite your and our agreement to arbitrate, you and we each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that you and we must contemporaneously submit the dispute for arbitration on the merits as provided in this Section 8.1.

You and we agree that, in any arbitration arising as described in this Section, requests for documents shall be limited to documents that are directly relevant to significant issues in the case or to the case's outcome; shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that there shall be no interrogatories or requests to admit. With respect to any electronic discovery, you and we agree that:

- a. Production of electronic documents need only be from sources used in the ordinary course of business. No such documents shall be required to be produced from back-up servers, tapes or other media;
- b. The production of electronic documents shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the documents and convenient and economical for the producing party. Absent a showing of compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence;
- c. The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute; and

d. Where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, subject to allocation of costs in the final award as provided herein.

The provisions of this Section 8.1 are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this section.

**8.2. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each of the parties' respective heirs, successors, assigns and personal representatives.

**8.3. Governing Law/Consent to Jurisdiction.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESSES ARE LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. SUBJECT TO SECTION 8.1 ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA, PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR CPR FRANCHISE BUSINESSES ARE LOCATED.

**8.5. No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any party hereto shall be considered to imply or constitute a further waiver of the same or any other condition, covenant, right or remedy.

**8.6. Invalidity.** If any provision of this Agreement is held invalid by any court of competent jurisdiction in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed

a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

**8.7. Modification.** This Agreement may be modified only upon execution of a written agreement between the parties.

**8.8. Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, both oral and written, concerning the subject matter hereof, provided that the Franchise Agreements and any other agreements between the parties shall remain binding, except to the extent that this Agreement specifically supersedes any term thereof. Nothing in this Agreement or in any related agreement, however, is intended to disclaim any of the information provided in the Franchise Disclosure Document. No modifications of this Agreement shall be effective except those in writing and signed by both parties. We do not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement and in the most recent franchise disclosure document provided by us or our representatives.

The following provision applies if you or the franchise granted hereby are subject to the franchise registration or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship will 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**8.9. Attorneys' Fees and Costs.** If either party initiates a judicial or other proceeding, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including reasonable attorneys' fees.

**8.10. Notices.** All written notices and reports to be delivered by the provisions of this Agreement will be deemed so delivered by the earlier of the time actually delivered, or as follows: (i) immediately on electronic transmission, including e-mail or any similar means, (ii) the same date as the date of electronic transmission, (iii) one (1) business day after being placed in the hands of a commercial courier service for overnight delivery, or (iv) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to us at MMI-CPR, LLC dba Cell Phone Repair 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (or our then-current principal place of business), to the attention of the Chief Executive Officer, and to you at the most recent physical address of any of your Cell Phone Repair Businesses or at the most recent e-mail address provided to us by you. Any notice to you (or your owners) shall be deemed effective as to you and all of your affiliates. Any party may change its address for receipt of notices by providing prior written notice of such change to the other party.

**8.11. Controlling Terms.** In the event of any conflict between the terms of this Agreement and the terms of any Franchise Agreement, the terms of this Agreement shall control.

**8.12. Injunctive Relief.** Nothing herein shall prevent you or us from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies.



**8.13. Limitation of Claims.** Except for claims arising from your non-payment or underpayment of amounts you owe us or our affiliate, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

**8.14. Waiver of Punitive Damages and Jury Trial.** EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 7.2, AND EXCEPT FOR PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES AVAILABLE TO EITHER PARTY UNDER UNITED STATES FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES YOU OR WE SUSTAIN.

WE AND YOU WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

**8.15. Survival of Provisions.** All obligations of you and us (and your and our respective owners) that expressly or by their nature extend beyond termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination or expiration of this Agreement and until they are satisfied in full or by their nature expire (including, without limitation, the post-termination restrictive covenant, dispute resolution, notice, and confidentiality provisions).

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed effective as of the date first above written.

**MMI-CPR, LLC dba Cell Phone Repair a Delaware limited liability company**

By \_\_\_\_\_

**ENTITY**

By \_\_\_\_\_

Title \_\_\_\_\_



**EXHIBIT C TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
DISCLOSURE DOCUMENT**

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**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE FRANCHISE DISCLOSURE DOCUMENT OF  
MMI-CPR, LLC dba CELL PHONE REPAIR**

The following are additional disclosures for the Franchise Disclosure Document of MMI-CPR, LLC dba CELL PHONE REPAIR required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

**FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

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.

**HAWAII**

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

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

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS OFFERING CIRCULAR 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.**

## **MARYLAND**

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**, of the Franchise Agreement and Multi-Store Development Agreement table:

However, under COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the “Summary” section of Item 17(h), entitled **“Cause” defined – non-curable defaults**, of the Franchise Agreement and Multi-Store Development Agreement table:

The Franchise Agreement and Multi-Store Development Agreement provide for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The “Summary” sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Franchise Agreement and Multi-Store Development Agreement table is amended to add the following:

, except that you may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following language is added to the end of the charts in Item 17:

Despite any contradicting provision in the Franchise Agreement or Multi-Store Development Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

5. The Franchisor has elected to defer fees paid to the Franchisor by the franchisee, including payments for goods and services received from the Franchisor before the CPR Franchise Business opens until the Franchisor has satisfied its pre-opening obligations. In addition, all development fees and initial payments by multi-store developers shall be deferred until the first franchise under the Multi-Store Development Agreement opens.

## **MINNESOTA**

1. **Renewal, Termination, Transfer and Dispute Resolution**. The following is added to the end of the charts in Item 17:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and Multi-Store Development Agreement and 180 days' notice for non-renewal of the Franchise Agreement and Multi-Store Development Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us 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 Franchise Disclosure

Document, Franchise Agreement, or Multi-Store Development Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement or Multi-Store Development Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

2. The following is added to the end of Item 13:

Pursuant to Minnesota Statute 80C.12 subdivisions 1(g), to the extent required by law, the Disclosure Document is amended to state that we will protect your right to use the trademark, service mark, trade name, logo or other commercial symbol or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of our trade name.

## **NORTH DAKOTA**

1. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**, of the Franchise Agreement and Multi-Store Development Agreement table:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The following is added to the end of the “Summary” section of Item 17(r), entitled **Non-competition covenants after the franchise is terminated or expires**, of the Franchise Agreement and Multi-Store Development Agreement table:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we and you will enforce the covenants to the maximum extent the law allows.

3. The following is added to the end of the “Summary” section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, of the Franchise Agreement and Multi-Store Development Agreement table:

To the extent required by the North Dakota Franchise Investment Law (unless such requirement is preempted by the Federal Arbitration Act), arbitration will be at a site to which we and you mutually agree.

4. The “Summary” section of Item 17(v), entitled **Choice of forum**, of the Franchise Agreement and Multi-Store Development Agreement table is deleted and replaced with the following:

Litigation must be commenced in the state or federal court in Atlanta, Georgia; provided that if our principal place of business ceases to be in Georgia, any action must be commenced in or nearest our principal place of business (subject to state law). However, subject to your arbitration obligation, and to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota.

5. The “Summary” section of Item 17(w), entitled **Choice of law**, of the Franchise Agreement and Multi-Store Development Agreement table is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the State of Georgia will apply.

## **RHODE ISLAND**

1. The following language is added to the end of the “Summary” sections of Item 17(v), entitled **Choice of forum**, and 17(w), entitled **Choice of law**, of the Franchise Agreement and Multi-Store Development Agreement table:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement or multi-store development 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.”

## **VIRGINIA**

1. The following language is added to the end of the “Summary” section of Item 17(e), entitled **Termination by franchisor without cause**, of the Franchise Agreement and Multi-Store Development Agreement table:

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 or Multi-Store Development 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. The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires a Guarantor to guarantee the performance of the franchisor. This guarantee continues until all obligations of the Franchisor under its franchise registration, franchise agreements, and multi-store development agreements are satisfied.

## **WASHINGTON**

~~1. The following paragraph is added at the end of Item 17:~~  
~~If any of the provisions in this Franchise Disclosure Document, Franchise Agreement, or Multi-Store Development Agreement are inconsistent with the relationship provisions of Revised Code of Washington Section 19.100.180 or any other requirements of the Washington Franchise Investment Protection Act (the “Act”), the provisions of the Act will prevail over the inconsistent terms of the Franchise Disclosure Document, Franchise Agreement, or Multi-Store Development Agreement.~~  
~~The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.~~  
~~In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~  
~~RCW 19.100.180 may supersede the franchise agreement or multi-store development agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may~~

~~also be court decisions which may supersede the franchise agreement or multi-store development agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement or multi-store development agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement, multi-store development agreement, or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement, multi-store development agreement, or elsewhere are void and unenforceable in Washington.~~

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

~~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.~~

~~The franchisee may terminate the franchise agreement or multi-store development agreement under any grounds permitted under state law.~~

~~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.~~

~~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 may be 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).~~

~~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.~~

~~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.~~

~~In lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each CPR Franchise Business that franchisee opens under the Multi-Store Development Agreement, payment of the franchise fee will be released proportionally with respect to each CPR Franchise Business opened and until franchisor has met all its pre-opening obligations under the Multi-Store Development Agreement and franchisee is open for business with respect to each such CPR Franchise Business.~~

*[remainder of page intentionally left blank]*



**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE FRANCHISE  
AGREEMENT**

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the CPR Franchise Business that you will operate under the Franchise Agreement will be located in Maryland.

2. **Acknowledgments.** The following is added to the end of Sections 1.2 and 21.5 of the Franchise Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. **Initial Franchise Fee.** The following is added to the end of Section 5.1 of the Franchise Agreement:

We have elected to defer fees paid to us by you, including payments for goods and services received from us before the CPR Franchise Business opens until we have satisfied our pre-opening obligations.

4. **Releases.** The following is added to the end of Section 16.3(12), to the end of the first sentence of the first paragraph of Section 16.4, to the end of the second paragraph of Section 16.5, to the end of Section 17.2(7), to the end of the first sentence of Section 18.6 and to the end of Section 18.7 of the Franchise Agreement:

Pursuant to COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **Insolvency.** The following is added to the end of Section 18.1.D of the Franchise Agreement:

; however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

6. **Governing Law.** Section 21.1 of the Franchise Agreement is deleted and replaced with the following:

21.1 **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM

THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) TO THE EXTENT REQUIRED BY APPLICABLE LAW, MARYLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.

7. **Consent to Jurisdiction.** The following language is added to the end of Section 21.2 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, YOU MAY BRING AN ACTION IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

8. **Limitation of Claims.** The following language is added to the end of Section 21.4 of the Franchise Agreement:

THE ABOVE PERIODS OF LIMITATION OF CLAIMS SHALL NOT ACT TO REDUCE THE 3 YEAR STATUTE OF LIMITATIONS AFFORDED YOU FOR BRINGING A CLAIM UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the CPR Franchise Business that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **Releases.** The following is added to the end of Section 16.3(12), to the end of the first sentence of the first paragraph of Section 16.4, to the end of the second paragraph of Section 16.5, to the end of Section 17.2(7), to the end of the first sentence of Section 18.6 and to the end of Section 18.7 of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **Renewal and Termination.** The following is added to the end of Sections 17 and 18 of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **Governing Law.** Section 21.1 of the Franchise Agreement is deleted and replaced with the following:

21.1 **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS.

5. **Consent to Jurisdiction.** The following language is added to the end of Section 21.2 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

6. **Waiver of Punitive Damages and Jury Trial.** If and then only to the extent required by the Minnesota Franchises Law, Section 21.3 of the Franchise Agreement is deleted.

7. **Limitation of Claims.** The following language is added to the end of Section 21.4 of the Franchise Agreement:

; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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



**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN NORTH DAKOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the CPR Franchise Business that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **Releases.** The following is added to the end of Section 16.3(12), to the end of the first sentence of the 1<sup>st</sup> paragraph of Section 16.4, to the end of the second paragraph of Section 16.5, to the end of Section 17.2(7), to the end of the first sentence of Section 18.6 and to the end of Section 18.7 of the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **Post-Termination Restrictions.** The following is added to the end of Section 14.2 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **Arbitration.** Section 20.3.A. of the Franchise Agreement is amended to read as follows:

A. WE AND YOU AGREE THAT ALL CONTROVERSIES, DISPUTES, OR CLAIMS BETWEEN US AND OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, AGENTS, AND/OR EMPLOYEES, AND YOU (AND/OR YOUR OWNERS, GUARANTORS, AFFILIATES, AND/OR EMPLOYEES) ARISING OUT OF OR RELATED TO:

(1) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES);

(2) OUR RELATIONSHIP WITH YOU;

(3) THE SCOPE OR VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU (OR YOUR AFFILIATES) AND US (OR OUR AFFILIATES) OR ANY PROVISION OF ANY SUCH AGREEMENTS (INCLUDING THE VALIDITY AND SCOPE OF THE ARBITRATION OBLIGATION UNDER THIS SECTION 20.3, WHICH WE AND YOU ACKNOWLEDGE IS TO BE DETERMINED BY AN ARBITRATOR, NOT A COURT); OR

(4) ANY SYSTEM STANDARD;

MUST BE SUBMITTED FOR BINDING ARBITRATION, ON DEMAND OF EITHER PARTY, TO THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDINGS WILL BE CONDUCTED BY ONE (1) ARBITRATOR AND, EXCEPT AS THIS SECTION OTHERWISE PROVIDES, ACCORDING TO THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ALL PROCEEDINGS WILL BE CONDUCTED AT A SUITABLE LOCATION CHOSEN BY THE ARBITRATOR IN ATLANTA, GEORGIA; PROVIDED THAT (1) IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, THE PROCEEDINGS WILL BE CONDUCTED WITHIN FIFTY (50) MILES OF OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS; AND (2) HOWEVER, THAT TO THE EXTENT OTHERWISE REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW (UNLESS SUCH A REQUIREMENT IS PREEMPTED BY THE FEDERAL ARBITRATION ACT), ARBITRATION SHALL BE HELD AT A SITE TO WHICH WE AND YOU MUTUALLY AGREE. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). JUDGMENT UPON THE ARBITRATOR'S AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

5. **Governing Law.** Section 21.1 of the Franchise Agreement is deleted and replaced with the following:

21.1 **Governing Law.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER NORTH DAKOTA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CELL PHONE REPAIR FRANCHISE BUSINESS IS LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA; HOWEVER, WE WILL ENFORCE THE COVENANTS TO THE MAXIMUM EXTENT THE LAW ALLOWS.

6. **Consent to Jurisdiction.** Section 21.2 of the Franchise Agreement is deleted and replaced with the following:

21.2 **Consent to Jurisdiction.** SUBJECT TO SECTION 21.3. ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA; PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF OR VENUE IN THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN

THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR CPR FRANCHISE BUSINESS IS LOCATED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO YOUR ARBITRATION OBLIGATIONS, YOU MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

7. **Waiver of Punitive Damages and Jury Trial**. To the extent required by the North Dakota Franchise Investment Law, Section 21.3 of the Franchise Agreement is deleted.

8. **Limitation of Claims**. The following is added to the end of Section 21.4 of the Franchise Agreement:

NOTWITHSTANDING THE FOREGOING, THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLIES WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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

**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to Sections 21.1 and 21.2 of the Franchise Agreement:

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.”

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**FRANCHISEE**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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

**~~RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
FRANCHISE AGREEMENT FOR USE IN WASHINGTON~~**

~~THIS RIDER is by and between MMI-CPR, LLC dba Cell Phone Repair, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).~~

~~1. **Background.** We and you are parties to that certain Franchise Agreement dated EFFECTIVE DATE (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the CPR Franchise Business that you will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.~~

~~2. **Questionnaires and Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~3. **Financial Assurance.** In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until you have (a) received all pre-opening and initial training obligations that you are entitled to under the Franchise Agreement or offering circular, and (b) your CPR Franchise Business is open for business.~~

~~4. **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.~~

~~5. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~6. **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.~~

~~7. **General Release.** A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~8. **Transfer Fees.** Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.~~

~~9. **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 provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~10. **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.~~

~~11. **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.~~

~~12. **Termination by Franchisee.** The franchisee may terminate the Franchise Agreement under any grounds permitted under state law.~~

~~13. **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 may be 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).~~

~~14. **Franchisor's Business Judgment.** 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.~~

~~15. **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.~~

~~16. **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.~~

*~~{signature page follows}~~*



~~The undersigned does hereby acknowledge receipt of this addendum.~~

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

~~FRANCHISOR~~

~~MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company~~

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

~~FRANCHISEE~~

~~ENTITY~~

~~a STATE OF FORMATION~~

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

FRANCHISEE NAME

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

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
MULTI-STORE DEVELOPMENT AGREEMENT**

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
MULTI-STORE DEVELOPMENT AGREEMENT FOR USE IN MARYLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Multi-Store Development Agreement dated EFFECTIVE DATE (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the CPR Franchise Business(es) that you will operate under the Development Agreement will be located in Maryland.

2. **Fees.** The following is added to the end of Section 2.1 of the Development Agreement:

We have elected to defer fees paid to us by you, including payments for goods and services received from us before the CPR Franchise Business opens until we have satisfied our pre-opening obligations. In addition, all development fees and initial payments by you shall be deferred until the first franchise under the Development Agreement opens.

3. **Governing Law/Consent to Jurisdiction.** Section 8.3 of the Development Agreement is deleted and replaced with the following:

**8.3 Governing Law/Consent to Jurisdiction.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) TO THE EXTENT REQUIRED BY APPLICABLE LAW, MARYLAND LAW WILL APPLY TO CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESSES ARE LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. SUBJECT TO SECTION 8.1 ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA GEORGIA, PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED

OR YOUR CPR FRANCHISE BUSINESSES ARE LOCATED. NOTWITHSTANDING THE FOREGOING, YOU MAY BRING AN ACTION IN MARYLAND FOR CLAIMS ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

4. **Limitation of Claims.** The following language is added to the end of Section 8.13 of the Development Agreement:

THE ABOVE PERIODS OF LIMITATION OF CLAIMS SHALL NOT ACT TO REDUCE THE 3 YEAR STATUTE OF LIMITATIONS AFFORDED YOU FOR BRINGING A CLAIM UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Development Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**DEVELOPER**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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

**RIDER TO THE  
MMI-CPR, LLC dba CELL PHONE REPAIR  
MULTI-STORE DEVELOPMENT AGREEMENT FOR USE IN MINNESOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Multi-Store Development Agreement dated EFFECTIVE DATE (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the CPR Franchise Business(es) that you will operate under the Development Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Minnesota.

2. **Termination By Us.** The following is added to the end of Section 4.2 of the Development Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

3. **Governing Law/Consent to Jurisdiction.** Section 8.3 of the Development Agreement is deleted and replaced with the following:

8.3 **Governing Law/Consent to Jurisdiction.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT (1) ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION, AND (2) NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER THE MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER GEORGIA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESSES ARE LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. SUBJECT TO SECTION 8.1 ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA, PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER

THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR YOUR CPR FRANCHISE BUSINESSES ARE LOCATED. NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT US, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. NOTHING IN THIS AGREEMENT SHALL ABROGATE OR REDUCE ANY OF YOUR RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR YOUR RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

4. **Limitation of Claims.** The following language is added to the end of Section 8.13 of the Development Agreement:

; PROVIDED, HOWEVER, THAT MINNESOTA LAW PROVIDES THAT NO ACTION MAY BE COMMENCED UNDER MINN. STAT. SEC. 80C.17 MORE THAN 3 YEARS AFTER THE CAUSE OF ACTION ACCRUES.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Development Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**DEVELOPER**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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



**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
MULTI-STORE DEVELOPMENT AGREEMENT FOR USE IN NORTH DAKOTA**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Multi-Store Development Agreement dated EFFECTIVE DATE (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the CPR Franchise Business(es) that you will operate under the Development Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in North Dakota.

2. **Post-Termination Covenant Not to Compete.** The following is added to the end of Section 6.2 of the Development Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

3. **Arbitration.** Section 8.1 of the Development Agreement is amended to read as follows:

**8.1. Arbitration.** We and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, owners, officers, directors, agents, and/or employees, and you or your affiliates (and your and their respective shareholders, members, officers, directors, agents, and employees) arising out of or related to:

- a. this Agreement or any other agreement between us and you;
- b. our relationship with you;
- c. the scope or validity of this Agreement or any other agreement between you and us or any provision of any of such agreements (including the validity and scope of the arbitration obligation under this Section 8.1, which you and we acknowledge is to be determined by an arbitrator, not a court); or
- d. any system standard.

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association in the United States (“AAA”). The arbitration proceedings will be conducted by one arbitrator and, except as this Section 8.1 otherwise provides, according to the AAA’s then-current rules. All proceedings will be conducted at a suitable location chosen by the arbitrator in Atlanta, Georgia; provided that (1) if our principal place of business ceases to be in Georgia, the proceedings will be conducted within fifty (50) miles of our then-current principal place of business, and (2) to the extent otherwise required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (as allowable under this Agreement or applicable law), except that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 8.14, award any punitive, exemplary or multiple damages against either party. You and we hereby waive to the fullest extent permitted by law, except as expressly provided in Section 8.14, any right to or claim for any punitive, exemplary or multiple damages against the other.

You and we agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. You and we further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the United States Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 8.9.

You and we agree that arbitration will be conducted on an individual, not a class wide, basis and that an arbitration proceeding between us and our affiliates (and our and its affiliates' respective shareholders, members, officers, directors, agents, and employees) and you (and your owners, guarantors, affiliates, and employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 8.1 or Section 8.6, if any arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 8.1, then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with Section 8.3.

Despite your and our agreement to arbitrate, you and we each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that you and we must contemporaneously submit the dispute for arbitration on the merits as provided in this Section 8.1.

You and we agree that, in any arbitration arising as described in this Section, requests for documents shall be limited to documents that are directly relevant to significant issues in the case or to the case's outcome; shall be restricted in terms of time frame, subject matter and persons or entities to which the requests pertain; and shall not include broad phraseology such as "all documents directly or indirectly related to." You and we further agree that there shall be no interrogatories or requests to admit. With respect to any electronic discovery, you and we agree that:

- a. Production of electronic documents need only be from sources used in the ordinary course of business. No such documents shall be required to be produced from back-up servers, tapes or other media;
- b. The production of electronic documents shall normally be made on the basis of generally available technology in a searchable format which is usable by the party receiving the documents and convenient and economical for the producing party. Absent a showing of

compelling need, the parties need not produce metadata, with the exception of header fields for email correspondence;

c. The description of custodians from whom electronic documents may be collected shall be narrowly tailored to include only those individuals whose electronic documents may reasonably be expected to contain evidence that is material to the dispute; and

d. Where the costs and burdens of electronic discovery are disproportionate to the nature of the dispute or to the amount in controversy, or to the relevance of the materials requested, the arbitrator shall either deny such requests or order disclosure on condition that the requesting party advance the reasonable cost of production to the other side, subject to allocation of costs in the final award as provided herein.

The provisions of this Section 8.1 are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

Any provisions of this Agreement below that pertain to judicial proceedings shall be subject to the agreement to arbitrate contained in this section.

4. **Governing Law/Consent to Jurisdiction.** Section 8.3 of the Development Agreement is deleted and replaced with the following:

8.3 **Governing Law/Consent to Jurisdiction.** ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051ET SEQ.), OR OTHER FEDERAL LAW AND EXCEPT AS OTHERWISE REQUIRED BY NORTH DAKOTA LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY STATE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SECTION. IF THE COVENANTS AGAINST COMPETITION ARE NOT ENFORCEABLE UNDER NORTH DAKOTA LAW, THEN THE LAWS OF THE STATE IN WHICH YOUR CPR FRANCHISE BUSINESSES ARE LOCATED WILL APPLY TO THE ENFORCEABILITY OF SUCH COVENANTS. COVENANTS NOT TO COMPETE SUCH AS THOSE MENTIONED ABOVE ARE GENERALLY CONSIDERED UNENFORCEABLE IN THE STATE OF NORTH DAKOTA; HOWEVER, WE WILL ENFORCE THE COVENANTS TO THE MAXIMUM EXTENT THE LAW ALLOWS. SUBJECT TO SECTION 8.1 ABOVE AND THE PROVISIONS BELOW, WE AND YOU (AND YOUR OWNERS) AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION IN ATLANTA, GEORGIA, PROVIDED THAT IF OUR PRINCIPAL PLACE OF BUSINESS CEASES TO BE IN GEORGIA, ANY ACTION MUST BE COMMENCED IN OR NEAREST TO OUR THEN-CURRENT PRINCIPAL PLACE OF BUSINESS. WE AND YOU (AND EACH OWNER) IRREVOCABLY CONSENT TO THE JURISDICTION OF OR VENUE IN THOSE COURTS AND WAIVE ANY OBJECTION TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, WE AND YOU (AND YOUR OWNERS) AGREE THAT ANY OF US MAY ENFORCE ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR

STATES IN WHICH YOU ARE DOMICILED OR YOUR CPR FRANCHISE BUSINESSES ARE LOCATED. NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, AND SUBJECT TO YOUR ARBITRATION OBLIGATIONS, YOU MAY BRING AN ACTION IN NORTH DAKOTA FOR CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

5. **Limitation of Claims**. The following is added to the end of Section 8.13 of the Development Agreement:

NOTWITHSTANDING THE FOREGOING, THE STATUTES OF LIMITATIONS UNDER NORTH DAKOTA LAW APPLIES WITH RESPECT TO CLAIMS ARISING UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW.

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Development Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**DEVELOPER**

**ENTITY  
a STATE OF FORMATION**

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

FRANCHISEE NAME

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

**RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
MULTI-STORE DEVELOPMENT AGREEMENT FOR USE IN RHODE ISLAND**

**THIS RIDER** is by and between **MMI-CPR, LLC dba Cell Phone Repair**, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).

1. **Background.** We and you are parties to that certain Multi-Store Development Agreement dated EFFECTIVE DATE (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Rhode Island.

2. **Governing Law/Consent to Jurisdiction.** The following language is added to Section 8.3 of the Development Agreement:

SECTION 19-28.1-14 OF THE RHODE ISLAND FRANCHISE INVESTMENT ACT PROVIDES THAT “A PROVISION IN A DEVELOPMENT 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.”

*[signature page follows]*

**IN WITNESS WHEREOF**, you and we have executed and delivered this Rider to be effective as of the effective date of the Development Agreement.

**AGREED:**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**DEVELOPER**

**ENTITY  
a STATE OF FORMATION**

By: \_\_\_\_\_  
FRANCHISEE NAME  
Title: \_\_\_\_\_

**~~RIDER TO THE MMI-CPR, LLC dba CELL PHONE REPAIR  
MULTI-STORE DEVELOPMENT AGREEMENT FOR USE IN WASHINGTON~~**

~~THIS RIDER is by and between MMI-CPR, LLC dba Cell Phone Repair, a Delaware limited liability company with its principal business address at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (“we,” “us,” or “our”), and ENTITY, a STATE OF FORMATION, whose principal business address is ADDRESS/LOCATION NAME (“you” or “your”).~~

~~1. **Background.** We and you are parties to that certain Multi-Store Development Agreement dated EFFECTIVE DATE (the “Development Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) you are domiciled in Washington; and/or (b) the CPR Franchise Business(es) that you will operate under the Development Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Washington.~~

~~2. **Questionnaires and Acknowledgements.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~3. **Financial Assurance.** In lieu of an impound of franchise fees, we will not require or accept the payment of any initial franchise fees until you have (a) received all pre-opening and initial training obligations that you are entitled to under the franchise agreement or offering circular, and (b) your CPR Franchise Business is open for business. Because we have material pre-opening obligations with respect to each CPR Franchise Business that you open under the Development Agreement, payment of the franchise fee will be released proportionally with respect to each CPR Franchise Business opened and until we have met all of our pre-opening obligations under the Development Agreement and you are open for business with respect to each such CPR Franchise Business.~~

~~4. **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.~~

~~5. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede the Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Development Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~6. **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 Development 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.~~

~~7. **General Release.** A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

~~8. **Transfer Fees.** Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.~~

~~9. **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 provisions contained in the Development Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~10. **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 Development Agreement or elsewhere are void and unenforceable in Washington.~~

~~11. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Development 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.~~

~~12. **Termination by Franchisee.** The franchisee may terminate the Development Agreement under any grounds permitted under state law.~~

~~13. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Development Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages may be 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).~~

~~14. **Franchisor's Business Judgment.** Provisions in the Development 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.~~

~~15. **Indemnification.** Any provision in the Development 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.~~

~~16. **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.~~

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FRANCHISOR**

**MMI-CPR, LLC dba Cell Phone Repair,  
a Delaware limited liability company**

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

**DEVELOPER**

**ENTITY**

**a STATE OF FORMATION**

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

**FRANCHISEE NAME**

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

**EXHIBIT D TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**REPRESENTATION AND ACKNOWLEDGMENT STATEMENTS**

## **FRANCHISEE REPRESENTATION AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED, IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, ~~WASHINGTON~~, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to MMI-CPR, LLC dba Cell Phone Repair ("Franchisor") that the person(s) signing below ("I," "me" or "my"), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a Cell Phone Repair franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor's Franchise Disclosure Document and Exhibits (collectively, the "FDD") in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the marketplace generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.                                              | INITIAL: |
| I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise. | INITIAL: |
| Neither Franchisor nor any of its officers, employees, or agents (including any area representative or franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.                                                                                                                                                                                                                                                                                                                    | INITIAL: |
| My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by Franchisor or any of its officers, employees, or agents (including any area representative or franchise broker), including as to the likelihood of success of the franchise.                                                                                                                                                                                                                                                                                                                                                                                                    | INITIAL: |
| I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | INITIAL: |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>A list of current franchisees and their contact information was provided to me in the FDD by the Franchisor and I acknowledge that I had the opportunity to contact any of the franchisees included in such list. Neither Franchisor nor any of its officers, employees, or agents (including any area representative or franchise broker) have made any statements leading me to believe that I may not contact current franchisees; nor have they made any statements leading me to believe I may only contact certain franchisees.</p>                                                                                                                                                                                                                                                                                                                                                                            | <p>INITIAL:</p> |
| <p>I understand that the Franchise Agreement includes a personal guaranty which requires me to personally guarantee all of the Franchisee's obligations included in the Franchise Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>INITIAL:</p> |
| <p>The Franchisor advised me to consult with a legal and/or financial advisor prior to entering into the Franchise Agreement. Neither Franchisor nor any of its officers, employees, or agents (including any area representative or franchise broker) shall be responsible for any advice or statements made by such advisors nor shall they be responsible for my failure to consult with a legal and/or financial advisor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>INITIAL:</p> |
| <p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT <b>YES OR NO</b> AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Other than the financial performance representation provided in Item 19 of the FDD, has The Franchisor or any of its officers, employees or agents (including any area representative or franchise broker) provided you with any oral, written, or visual claim or representation (including but not limited to charts, tables, spreadsheets, or mathematical calculations) which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained) with respect to my CPR Franchise Location ?</p> <p>“ Yes ” No (Initial Here: _____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> | <p>INITIAL:</p> |

[Signature Page Follows]

**FRANCHISEE:**

Print Name of Legal Entity:

\_\_\_\_\_

**By:** \_\_\_\_\_  
**Signature**

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

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

**By:** \_\_\_\_\_  
**Signature**

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

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

**EXHIBIT E TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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

## **EXHIBIT E**

### **STATE AGENCIES/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. We may not yet be registered to sell franchises in any or all of these states.

#### **CALIFORNIA**

Department of Business Oversight  
1515 K Street, Suite 200  
Sacramento, CA 95814

#### **HAWAII**

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

#### **ILLINOIS**

Illinois Attorney General's Office  
500 South Second Street  
Springfield, Illinois 62706

#### **INDIANA**

Secretary of State  
201 State House  
Indianapolis, Indiana 46204

#### **MARYLAND**

Securities Commissioner  
200 St. Paul Place  
Baltimore, Maryland 21202-2020

#### **MICHIGAN**

Department of the Attorney General's Office  
Consumer Protection Division- Attn: Franchise  
525 W. Ottawa Street  
Lansing, MI 48909

#### **MINNESOTA**

Department of Commerce  
85 7th Place East, Suite 500  
St. Paul, Minnesota 55101-2198

#### **NEBRASKA**

Nebraska Department of Banking and Finance  
1200 N Street  
P.O. Box 95006  
Lincoln, Nebraska 68509-5006

#### **NEW YORK**

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

#### **NORTH DAKOTA**

North Dakota Securities Department  
600 East Boulevard Avenue  
State Capitol – Fourteenth Floor – Dept. 414  
Bismarck, North Dakota 58505-0510

#### **OREGON**

Director Department of Consumer and Business Services  
Corporate Securities Section  
Labor and Industries Building  
Salem, Oregon 97310

#### **RHODE ISLAND**

Director-Department of Business Regulation  
Securities Division  
1511 Pontiac Avenue  
John O. Pastore Complex- Building 69-1  
Cranston, Rhode Island 02920

#### **SOUTH DAKOTA**

Department of Insurance: Securities Regulation  
124 S. Euclid. Ste 104  
Pierre, South Dakota 57501  
(605) 773-4823

#### **TEXAS**

Secretary of State  
P.O. Box 12887  
Austin, Texas 78711

VIRGINIA  
Clerk of the State Corporation Commission  
1300 East Main Street  
Richmond, Virginia 23219

~~WASHINGTON~~  
~~Securities Division~~  
~~Washington Department of Financial Institutions~~  
~~150 Israel Rd SW~~  
~~Tumwater, WA 98501~~

WISCONSIN  
Commissioner of Securities  
Franchise Investment Division Fourth Floor  
101 East Wilson Street  
Madison, Wisconsin 53703



**EXHIBIT F**

**TO THE**

**MMI-CPR, LLC dba Cell Phone Repair**

**DISCLOSURE DOCUMENT**

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**LIST OF CURRENT FRANCHISEES**

**AS OF DECEMBER 31, 2024**

| Owner Name                          | CPR Location                    | State | Location Address                     | City         | Zip   | Store Phone  |
|-------------------------------------|---------------------------------|-------|--------------------------------------|--------------|-------|--------------|
| Yorlybe Tercero                     | CPR Albertville                 | AL    | 200 N Emmett St                      | Albertville  | 35950 | 256-660-0555 |
| Kelly McMahan                       | CPR Gardendale                  | AL    | 227 Fieldstown Rd                    | Gardendale   | 35071 | 205-285-9365 |
| Kelly McMahan                       | CPR Hoover <sup>1</sup>         | AL    | 3075 John Hawkins Parkway            | Hoover       | 35244 | 205-558-9355 |
| Kelly McMahan                       | CPR Huntsville <sup>1</sup>     | AL    | 7914 Memorial Pkwy, Suite B4         | Huntsville   | 35802 | 256-678-7378 |
| Ahmed & Ammar Alsabahi              | CPR Leeds                       | AL    | 8525 Whitfield Ave, Suite 129        | Leeds        | 35094 | 205-702-6144 |
| John O'Brien & James Favers         | CPR Bryant                      | AR    | 5309 AR-5 Ste 140                    | Bryant       | 72022 | 501-500-8055 |
| John O'Brien & James Favers         | CPR Jacksonville                | AR    | 2070 John Harden Dr                  | Jacksonville | 72211 | 501-232-2358 |
| John O'Brien & James Favers         | CPR West Little Rock            | AR    | 11121 N Rodney Parham Rd #30B        | Little Rock  | 72212 | 501-221-1155 |
| John O'Brien & James Favers         | CPR Little Rock                 | AR    | 416 South University Ave., Suite 120 | Little Rock  | 72205 | 501-500-0277 |
| Chad Staudt                         | CPR Rogers                      | AR    | 4500 W Walnut Ste 2                  | Rogers       | 72756 | 479-633-8877 |
| Stacie Otto                         | CPR Anthem <sup>1</sup>         | AZ    | 3655 W. Anthem Way, B-131            | Anthem       | 85086 | 623-230-2918 |
| Cedric Dossou                       | CPR Chandler <sup>1</sup>       | AZ    | 995 W Elliot Rd, Suite 3             | Chandler     | 85225 | 480-605-3700 |
| Cedric Dossou                       | CPR Flagstaff                   | AZ    | 3518 Historic Rte 66, #103           | Flagstaff    | 86004 | 928-433-6600 |
| Nashwan Bahnan                      | CPR Goodyear                    | AZ    | 15525 W Roosevelt St, Suite 109      | Goodyear     | 85338 | 623-932-5001 |
| Scott Aronstein                     | CPR Mesa – North Power Road     | AZ    | 2920 N Power Rd, Suite 104           | Mesa         | 85215 | 480-808-8979 |
| Scott Aronstein                     | CPR Mesa, AZ - West Main St.    | AZ    | 403 W Main St                        | Mesa         | 85201 | 480-878-3474 |
| Scott Aronstein                     | CPR Peoria                      | AZ    | 9151 W Peoria Ave, Suite 102         | Peoria       | 85345 | 623-250-6499 |
| Dirk and Karen DeTrou               | CPR South Mountain              | AZ    | 2340 E. Baseline Road, #168          | Phoenix      | 85042 | 602-888-3925 |
| Dirk DeTrou                         | CPR Central Phoenix             | AZ    | 2827 N. Central Ave.                 | Phoenix      | 85004 | 602-354-8126 |
| Scott Aronstein                     | CPR Phoenix – East Bell Road    | AZ    | 3510 East Bell Rd, Suite 20          | Phoenix      | 85032 | 602-777-3978 |
| Scott Aronstein                     | CPR Phoenix - Buckeye Rd        | AZ    | 7625 W Lower Buckeye Rd, Ste A-8     | Phoenix      | 85043 | 623-387-8280 |
| Cedric Dossou                       | CPR Scottsdale                  | AZ    | 8980 Talking Stick Way, Suite D5B    | Scottsdale   | 85250 | 480-362-9200 |
| Cedric Dossou                       | CPR Tolleson                    | AZ    | 9897 W. McDowell Road #H740          | Tolleson     | 85353 | 602-434-3008 |
| Scott Aronstein                     | CPR Tucson AZ - E Speedway Blvd | AZ    | 4619 E. Speedway Blvd.               | Tucson       | 85712 | 520-333-5755 |
| Jordan Kahf                         | CPR Anaheim Hills               | CA    | 5642 E La Palma Ave, Suite 208       | Anaheim      | 92807 | 714-694-7020 |
| Scott Glaser                        | CPR Bakersfield                 | CA    | 13061 Rosedale Hwy. Suite F          | Bakersfield  | 93314 | 661-589-3921 |
| Swapna Marri                        | CPR Bellflower                  | CA    | 15739 Bellflower Blvd                | Bellflower   | 90706 | 626-926-9997 |
| Adam Jaratanian & Minas Marttroysan | CPR Burbank                     | CA    | 1802 W Olive Ave                     | Burbank      | 91506 | 818-260-0001 |
| Stanley Ceballos                    | CPR Chico                       | CA    | 1304 Mangrove Ave                    | Chico        | 95926 | 530-720-3796 |
| Robert Miranda                      | CPR Chula Vista                 | CA    | 1750 E Palomar Street, Suite 4       | Chula Vista  | 91913 | 619-392-5737 |
| Imran Hossain                       | CPR Cypress                     | CA    | 10063 Valley View Street             | Cypress      | 90630 | 714-827-4277 |

| Owner Name                                              | CPR Location                                      | State | Location Address                   | City           | Zip   | Store Phone   |
|---------------------------------------------------------|---------------------------------------------------|-------|------------------------------------|----------------|-------|---------------|
| Jordan Kahf                                             | CPR Eastvale                                      | CA    | 12571 Limonite Ave. Suite 250      | Eastvale       | 91752 | 951-790-0011  |
| Swapna Priya Marri                                      | CPR El Monte CA                                   | CA    | 11635 Valley Blvd, Ste D           | El Monte       | 91732 | 626- 926-9997 |
| Sadeer Youna & Juan Ibarra                              | CPR Escondido                                     | CA    | 426 W 2nd Ave, Suite A.            | Escondido      | 92025 | 760-738-5552  |
| Lee Bakeman, Jay Patel,<br>Noemi Moreno                 | CPR Gilroy                                        | CA    | 787 1st Street                     | Gilroy         | 95020 | 408-214-1515  |
| Adam Jaratanian & Minas<br>Marttroysan                  | CPR Granada Hills                                 | CA    | 16204 Devonshire St.               | Granada Hills  | 91344 | 818-792-3355  |
| Khalid Nawaz                                            | CPR Hayward CA -<br>Industrial Pkwy               | CA    | 30166 Industrial Parkway Southwest | Hayward        | 94544 | 510-584-1527  |
| Lee Bakeman, Jay Patel,<br>Noemi Moreno                 | CPR Hollister                                     | CA    | 1760 Airline Hwy. Suite H1.        | Hollister      | 95023 | 831-900-0222  |
| Jeff Flager                                             | CPR Imperial Beach                                | CA    | 639 9 <sup>th</sup> Ave            | Imperial Beach | 91932 | 619-851-0320  |
| Imran Hossain                                           | CPR La Habra                                      | CA    | 1486 W Whittier Blvd               | La Habra       | 90631 | 714-451-3460  |
| Jordan Kahf                                             | CPR Lake Elsinore                                 | CA    | 17600 Collier Ave                  | Lake Elsinore  | 92530 | 951-215-6802  |
| Catherine Lee                                           | CPR Long Beach                                    | CA    | 3917 E. Anaheim St                 | Long Beach     | 90804 | 562-588-9456  |
| Imran Hossain                                           | CPR Los Angeles CA -<br>Whittier Blvd             | CA    | 3476 Whittier Blvd, Ste 109        | Los Angeles    | 90023 | 323-354-4050  |
| Jordan Kahf                                             | CPR Mission Viejo                                 | CA    | 24000 Alicia Pkwy, Suite 5         | Mission Viejo  | 92691 | 949-445-6969  |
| Jordan Kahf                                             | CPR Orange                                        | CA    | 1804 N Tustin Street.              | Orange         | 92865 | 714-202-2540  |
| Ravi Kalavakunta                                        | CPR Poway                                         | CA    | 13448 Poway Rd.                    | Poway          | 92064 | 858-668-7446  |
| Brandon Saucedo                                         | CPR Rancho Cordova                                | CA    | 3231 Zinfandel Dr. Suite 1         | Rancho Cordova | 95670 | 916-376-7243  |
| Scott Yamasaki                                          | CPR Roseville                                     | CA    | 1850 Douglas Blvd., Suite #402     | Roseville      | 95661 | 916-772-2772  |
| Chris Espiritu & Chris<br>Bolivar                       | CPR Sacramento                                    | CA    | 2721 Del Paseo Rd, Suite 130       | Sacramento     | 95835 | 916-829-7625  |
| Lee Bakeman, Jayvir Patel,<br>Noemi Moreno              | CPR Salinas-North                                 | CA    | 1690 N Main St, Suite C            | Salinas        | 93906 | 831-296-1234  |
| Lee Bakeman, Jayvir Patel,<br>Noemi Moreno              | CPR Salinas-South                                 | CA    | 729 Main St                        | Salinas        | 93901 | 831-676-3234  |
| Jeff Flager                                             | CPR San Diego- Fashion<br>Valley Mall             | CA    | 7007 Friars Rd.                    | San Diego      | 92108 | 619-293-3637  |
| Robert Miranda                                          | CPR San Diego- Rancho<br>Penasquitos Towne Center | CA    | 13223 Black Mountain Rd, Suite 6   | San Diego      | 92129 | 858-240-7529  |
| Mahmoud Shaffie                                         | CPR San Jose (Camden)                             | CA    | 14530 Camden Ave                   | San Jose       | 95124 | 408-559-9499  |
| Lee Bakeman, Jay Patel,<br>Noemi Moreno, Samer<br>Hamid | CPR Sand City                                     | CA    | 820 Playa Ave                      | Sand City      | 93955 | 831-900-0444  |
| Shabir Rupani                                           | CPR Temecula CA -<br>Winchester Rd.               | CA    | 40335 Winchester Road, Suite H     | Temecula       | 92591 | 951-528-6387  |
| Adam Jaratanian & Minas<br>Marttroysan                  | CPR Thousand Oaks                                 | CA    | 3178 E Thousand Oaks Blvd          | Thousand Oaks  | 91362 | 805-449-1177  |

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| Jordan Kahf                                       | CPR Tustin                   | CA    | 13444 Newport Ave, #B.                          | Tustin           | 92780 | 714-573-8900 |
| Jerry Self                                        | CPR Twentynine Palms         | CA    | 1502 5th St. (Marine Base, MCAGCC)              | Twentynine Palms | 92278 | 760-830-0355 |
| Eric Schuermann                                   | CPR Upland                   | CA    | 1883 N Campus Ave, Suite A                      | Upland           | 91784 | 909-576-9900 |
| Robert Miranda                                    | CPR Victorville CA           | CA    | 12180 Ridgecrest Rd                             | Victorville      | 92395 | 760-596-4011 |
| Robert Miranda                                    | CPR Vista                    | CA    | 1908 Hacienda Dr.                               | Vista            | 92081 | 760-295-0330 |
| Lee Bakeman, Jay Patel, Noemi Moreno, Samer Hamid | CPR Watsonville              | CA    | 1056 S. Green Valley Rd.                        | Watsonville      | 95076 | 831-851-1234 |
| Karl T. Bubrig & Jereme Scott                     | CPR Aurora (East Quincy)     | CO    | 17062B E. Quincy Avenue                         | Aurora           | 80015 | 303-800-3960 |
| Jereme Scott/Karl Bubrig                          | CPR Colorado Springs         | CO    | 3440 N. Academy Blvd                            | Colorado Springs | 80917 | 719-573-6154 |
| Jereme Scott/Karl Bubrig                          | CPR Denver                   | CO    | 1531 Stout Street                               | Denver           | 80202 | 720-508-8463 |
| Jereme Scott/Karl Bubrig                          | CPR Fort Collins             | CO    | 238 E. Harmony Rd.                              | Fort Collins     | 80525 | 970-225-9277 |
| Karl T. Bubrig & Jereme Scott                     | CPR Lakewood CO - Wadsworth  | CO    | 1090 S Wadsworth Blvd, Ste G                    | Lakewood         | 80226 | 303-285-3050 |
| Jereme Scott/Karl Bubrig                          | CPR Loveland                 | CO    | 1550 Fall River Drive, Suite 170                | Loveland         | 80538 | 970-619-8359 |
| Jereme Scott/Karl Bubrig                          | CPR Thornton                 | CO    | 1281 E. 120th Ave, Unit C                       | Thornton         | 80233 | 303-920-0499 |
| Fraz Khalid                                       | CPR Washington               | DC    | 1933 18th St. NW, Suite A1                      | Washington       | 20009 | 202-361-4351 |
| Toby Paul                                         | CPR Clearwater               | FL    | 1600 Gulf to Bay Blvd                           | Clearwater       | 33755 | 727-369-6811 |
| Daksa Patel                                       | CPR Crestview                | FL    | 648 South Ferdon Blvd                           | Crestview        | 32536 | 850-889-1115 |
| Keith Wilson                                      | CPR DeLand                   | FL    | 2607 S. Woodland Blvd                           | DeLand           | 32720 | 386-734-6390 |
| Erdogan Yildiz                                    | CPR Delray Beach             | FL    | 3015 South Federal Hwy                          | Delray Beach     | 33483 | 561-590-5475 |
| Nathan Henriques & Luis Henriques                 | CPR Eustis                   | FL    | 2882 David Walker Dr.                           | Eustis           | 32726 | 352-800-4974 |
| Joe Balerdi                                       | CPR Hialeah FL               | FL    | 7755 W 4th Ave., #106B                          | Hialeah          | 33014 | 786-674-8237 |
| Duriel Muehbauer & Suleiman Bahhur                | CPR Kissimmee North          | FL    | 1152 W Osceola Pkwy                             | Kissimmee        | 34741 | 407-483-3715 |
| Morrison Brandon                                  | CPR Mary Esther <sup>1</sup> | FL    | 401C Mary Esther Blvd.                          | Mary Esther      | 32569 | 850-226-7991 |
| “Joe” Jose L. Balerdi                             | CPR Miami - The Hammocks     | FL    | 14591 SW 120th St                               | Miami            | 33186 | 786-233-8409 |
| “Joe” Jose L. Balerdi                             | CPR Miami - FIU Campus       | FL    | 11200 Southwest 8th St., Graham Center (GC) 165 | Miami            | 33199 | 305-924-5290 |
| Jill Solberg                                      | CPR Orlando                  | FL    | 3150 S Orange Ave                               | Orlando          | 32806 | 407-979-4964 |
| Jason Arnett                                      | CPR Palm Coast               | FL    | 1244 Palm Coast Pkwy SW.                        | Palm Coast       | 32137 | 386-449-7965 |
| Duriel Muehlbauer & Suleiman Bahhur               | CPR Sanford                  | FL    | 210 S French Ave                                | Sanford          | 32771 | 407-878-5423 |
| JC Dijkhuizen                                     | CPR Santa Rosa Beach         | FL    | 2010 US-98 Unit B103                            | Santa Rosa Beach | 32459 | 850-622-1660 |
| George Whitehurst                                 | CPR Sebring                  | FL    | 229 US 27 North                                 | Sebring          | 33870 | 863-381-1020 |

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| Toby Paul                         | CPR St. Petersburg- 4th Street <sup>1</sup> | FL    | 5225 4th Street N, Suite A            | St. Petersburg  | 33703 | 727-551-4181 |
| Rick Bouse and Ken Foster         | CPR Tallahassee                             | FL    | 1492 Apalachee Parkway Unit 11        | Tallahassee     | 32301 | 850-656-5678 |
| Sam Marcos/Johnny Moreno          | CPR North Tampa                             | FL    | 1515 E. Fletcher Ave. Suite D         | Tampa           | 33612 | 813-866-5700 |
| Jill Solberg                      | CPR Tampa FL                                | FL    | 3909 W. Kennedy Ave, Suite B          | Tampa           | 33609 | 813-252-7742 |
| Munam Syed                        | CPR Druid Hills                             | GA    | 2566 Briarcliff Rd NE, Suite 108      | Atlanta         | 30329 | 404-458-3913 |
| Muaaz Ismail                      | CPR Augusta                                 | GA    | 210 Robert C Daniel Jr. Pwky, Suite B | Augusta         | 30909 | 706-733-2613 |
| Munam Syed                        | CPR Buford                                  | GA    | 3410 Buford Dr. NE S Suite G410       | Buford          | 30519 | 770-945-9333 |
| Pedro Ferrer                      | CPR Columbus                                | GA    | 6401 Whitesville Rd                   | Columbus        | 31904 | 706-642-0071 |
| Andrew Nguyen                     | CPR Dawsonville                             | GA    | 391 Quill Drive, Suite 140            | Dawsonville     | 30534 | 770-880-6654 |
| Haroon Zakai & Rohail Arif        | CPR Decatur                                 | GA    | 3910 Flat Shoals Parkway #107         | Decatur         | 30034 | 404-748-4459 |
| Pedro Ferrer                      | CPR Dublin                                  | GA    | 1632 Veterans Blvd., Suite C          | Dublin          | 31021 | 478-304-1916 |
| Munam Syed                        | CPR Duluth                                  | GA    | 2200 Duluth Hwy, Suite BR 102         | Duluth          | 30097 | 678-691-8787 |
| Andrew Nguyen                     | CPR Flowery Branch                          | GA    | 5855 Spout Springs Road, Ste A405     | Flowery Branch  | 30542 | 770-530-0571 |
| Andrew Nguyen                     | CPR Gainesville                             | GA    | 475 Dawsonville Hwy, Suite C          | Gainesville     | 30501 | 770-654-1117 |
| Gilles Katari & Cedric Dossou     | CPR Kennesaw - Deerfield                    | GA    | 3139 Cobb Parkway NW #110             | Kennesaw        | 30152 | 770-693-7951 |
| Ben McDonald & Rob Phelps         | CPR Lilburn                                 | GA    | 4153 Lawrenceville Hwy, Ste 10        | Lilburn         | 30047 | 470-223-3949 |
| Munam Syed and Muhammad Hussein   | CPR Lithonia                                | GA    | 2929 Turner Hill Rd Suite 1195        | Lithonia        | 30038 | 770-484-1445 |
| Pedro Ferrer                      | CPR North Macon                             | GA    | 1687 Bass Rd, Suite 105               | Macon           | 31210 | 478-216-5256 |
| Benjamin McDonald & Robert Phelps | CPR McDonough                               | GA    | 1989 Jonesboro Rd.                    | McDonough       | 30253 | 678-782-5777 |
| Jeremy Kwaterski                  | CPR Rome                                    | GA    | 400 Shorter Ave                       | Rome            | 30165 | 706-291-8400 |
| Munam Syed                        | CPR Snellville                              | GA    | 1708 Scenic Hwy N                     | Snellville      | 30078 | 770-985-1500 |
| Pedro Ferrer                      | CPR Warner Robins                           | GA    | 2945 Watson Blvd, Suite 100           | Warner Robins   | 31093 | 478-333-6163 |
| Shawn & Kimberly Hancock          | CPR Winder                                  | GA    | 70 N. Broad Street, Suite A           | Winder          | 30680 | 678-900-1155 |
| Adam Haynes                       | CPR Ames                                    | IA    | 1310 S. Duff Ave #106                 | Ames            | 50010 | 515-231-2720 |
| Adam Haynes                       | CPR Cedar Falls                             | IA    | 226 Brandilynn Blvd, Suite C          | Cedar Falls     | 50613 | 319-519-1776 |
| Adam Haynes                       | CPR Cedar Rapids                            | IA    | 124 Collins Rd. NE                    | Cedar Rapids    | 52402 | 319-731-1344 |
| Adam Haynes                       | CPR Coralville                              | IA    | 2439 2nd Street #4.                   | Coralville      | 52241 | 319-248-9626 |
| Adam Haynes                       | CPR Dubuque                                 | IA    | 806 Wacker Dr #129                    | Dubuque         | 52002 | 563-562-2900 |
| Adam Haynes                       | CPR West Des Moines                         | IA    | 216 5th St.                           | West Des Moines | 50265 | 515-829-7349 |
| Kalan Howard                      | CPR Coeur d'Alene                           | ID    | 100 E. Neider Ave #1                  | Coeur d'Alene   | 83815 | 208-667-0667 |
| Eric Schuermann                   | CPR Meridian                                | ID    | 118 E. Fairview Ave                   | Meridian        | 83646 | 208-621-2525 |
| Victor Perez                      | CPR Nampa                                   | ID    | 2115 North Cassia St.                 | Nampa           | 83651 | 208-475-3927 |
| David Bell                        | CPR Aurora, IL                              | IL    | 2978 East Ogden Avenue                | Aurora          | 60540 | 312-758-8112 |
| Edgar Navarro                     | CPR Chicago                                 | IL    | 4007 N Damen Ave                      | Chicago         | 60618 | 773-696-5950 |

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| Shahzad Raja Rattani                           | CPR Chicago-West Loop          | IL    | 918 W. Madison St.               | Chicago          | 60607 | 773-741-1477 |
| George Castellese                              | CPR Elgin                      | IL    | 2415 Bowes Rd., Suite 109        | Elgin            | 60124 | 847-787-7060 |
| Rob Benton                                     | CPR Fairview Heights           | IL    | 103A Frey Lane                   | Fairview Heights | 62208 | 618-589-4981 |
| Roy Roach                                      | CPR Glen Carbon                | IL    | 4235 IL State Route 159.         | Glen Carbon      | 62034 | 618-307-5911 |
| Brian Caponi                                   | CPR Highland Park              | IL    | 1854 1st St                      | Highland Park    | 60035 | 847-748-7711 |
| Rob Benton                                     | CPR Mount Vernon               | IL    | 2929 Broadway St. Unit 9         | Mount Vernon     | 62864 | 618-316-7373 |
| Branden Martin, Keith Hornbrook, Lewis Kappler | CPR Normal                     | IL    | 503 S. Main St. Unit 2           | Normal           | 61761 | 309-363-1374 |
| David Bell                                     | CPR Orland Park                | IL    | 15864 S La Grange Rd, Suite D-1A | Orland Park      | 60462 | 708-349-2800 |
| Jeff Gasner and David Bell                     | CPR Palatine                   | IL    | 742 E. Dundee Rd.                | Palatine         | 60074 | 847-873-1050 |
| Branden Martin                                 | CPR Peoria                     | IL    | 8420 N. Knoxville Ave, Unit C.   | Peoria           | 61615 | 309-208-3668 |
| David Bell                                     | CPR Shorewood                  | IL    | 707 W. Jefferson St.             | Shorewood        | 60404 | 815-630-5831 |
| Edgar Navarro                                  | CPR Skokie                     | IL    | 7135 Central Ave                 | Skokie           | 60077 | 847-679-2772 |
| Brian Caponi                                   | CPR Vernon Hills               | IL    | 278 Hawthorn Village Commons     | Vernon Hills     | 60061 | 847-463-7407 |
| David Bell                                     | CPR Woodridge                  | IL    | 2027 87th St, Unit B             | Woodridge        | 60517 | 630-948-7650 |
| Rob Harless                                    | CPR Anderson                   | IN    | 1918 Applewood Center Dr.        | Anderson         | 46013 | 412-856-4349 |
| Eric Farr                                      | CPR Bloomington                | IN    | 102 N Grant St.                  | Bloomington      | 47408 | 812-822-2182 |
| Bill Oppenheim                                 | CPR Carmel                     | IN    | 2438 E. 116th St                 | Carmel           | 46032 | 317-993-3737 |
| Bill Oppenheim                                 | CPR Castleton                  | IN    | 5971 East 82nd Street            | Indianapolis     | 46250 | 317-854-0035 |
| Eric Farr                                      | CPR Fishers                    | IN    | 9711 E 116th St #320.            | Fishers          | 46037 | 463-207-1395 |
| Jeremy Goldy                                   | CPR Fort Wayne-Coliseum        | IN    | 427 W. Coliseum Blvd             | Fort Wayne       | 46805 | 260-333-9300 |
| Eric Farr                                      | CPR Indianapolis               | IN    | 585 N New Jersey St, Suite 195.  | Indianapolis     | 46204 | 317-731-7121 |
| Mohammed Mohammed                              | CPR Merrillville               | IN    | 3820 W 80th Lane                 | Merrillville     | 46410 | 219-648-2926 |
| Rob Harless                                    | CPR Muncie                     | IN    | 804 E McGalliard Rd.             | Muncie           | 47303 | 765-216-1784 |
| Cole Belcher                                   | CPR Seymour                    | IN    | 1406 E. Tipton St                | Seymour          | 47274 | 812-530-6209 |
| Matthew Reed                                   | CPR Lawrence                   | KS    | 1113 Massachusetts St            | Lawrence         | 66044 | 785-840-4870 |
| Matthew Reed                                   | CPR Leavenworth                | KS    | 626 Cherokee St                  | Leavenworth      | 66048 | 913-547-5148 |
| Matthew Reed                                   | CPR Olathe                     | KS    | 111 S. Mur-Len Rd.               | Olathe           | 66062 | 913-286-5187 |
| Adam Haynes                                    | CPR Overland Park              | KS    | 13444 Metcalf Avenue             | Overland Park    | 66213 | 913-444-3432 |
| Matthew Reed                                   | CPR Topeka- West               | KS    | 2813 SW Wanamaker Road           | Topeka           | 66614 | 785-409-9106 |
| Eden and Troy Morrison                         | CPR Wichita - North Rock       | KS    | 3236 N Rock #180                 | Wichita          | 67226 | 316-942-3335 |
| Eden Morrison, Troy Morrison & Stephen Joseph  | CPR Wichita - North Park Plaza | KS    | 2616 N Maize Rd, Ste 104         | Wichita          | 67205 | 316-358-9831 |
| Charles & Mark Hildreth                        | CPR Bowling Green              | KY    | 1785 Campbell Lane, Suite 200    | Bowling Green    | 42104 | 270-846-7999 |
| Glenn Lockman & Greta Walker                   | CPR Florence                   | KY    | 7753 Mall Rd, STE C              | Florence         | 41042 | 859-904-2044 |
| Scott Hill & James Moore                       | CPR Lexington- Fayette Mall    | KY    | 130 West Tiverton Way, Suite 120 | Lexington        | 40503 | 859-303-6800 |

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| James Moore, Steve Sparks, Scott Hill | CPR Lexington- Hamburg             | KY    | 3090 Helmsdale Place Suite 330            | Lexington      | 40509 | 859-264-0356 |
| Vince Gioffre & Brett Kern            | CPR Louisville KY - St. Matthews   | KY    | 6405 Dutchmans Parkway                    | Louisville     | 40205 | 502-931-1080 |
| Scott Hill & James Moore              | CPR Louisville-Middletown          | KY    | 12625B Shelbyville Rd                     | Louisville     | 40223 | 502-614-7726 |
| Charles & Mark Hildreth               | CPR Owensboro                      | KY    | 3601 Frederica St #4                      | Owensboro      | 42301 | 270-685-1590 |
| Mike Ostrander                        | CPR Richmond                       | KY    | 330 Eastern Bypass, Suite 2               | Richmond       | 40475 | 859-353-8485 |
| Mike Ostrander                        | CPR Somerset                       | KY    | 525 S Hwy 27, Suite 2                     | Somerset       | 42501 | 606-703-5544 |
| John Mike Heroman and Gib Holland     | CPR Baton Rouge Towne Center       | LA    | 7539 Corporate Blvd. Suite 130            | Baton Rouge    | 70809 | 225-454-6851 |
| John Mike Heroman and Gib Holland     | CPR Denham Springs- Juban Crossing | LA    | 10129 Crossing Way, Suite 402.            | Denham Springs | 70726 | 225-380-5050 |
| John Mike Heroman and Gib Holland     | CPR Gonzales <sup>1</sup>          | LA    | 122 South Airline Hwy. Suite J            | Gonzalez       | 70737 | 225-450-3099 |
| Gib Holland/John Mike Heroman         | CPR Hammond                        | LA    | 1823 SW. Railroad Ave                     | Hammond        | 70403 | 985-662-9903 |
| Scott Aronstein                       | CPR Harvey                         | LA    | 1121 Manhattan Blvd, Ste B                | Harvey         | 70058 | 504-229-0229 |
| Scott Aronstein                       | CPR Houma                          | LA    | 1539 Martin Luther King Blvd, Suite 5     | Houma          | 70360 | 985-262-2966 |
| Scott Aronstein                       | CPR Kenner                         | LA    | 2141 Veterans Memorial Blvd               | Kenner         | 70062 | 985-240-2480 |
| Gib Holland/John Mike Heroman         | CPR Lafayette (The Park)           | LA    | 3809 Ambassador Caffery Pkwy, Suite 105 C | Lafayette      | 70503 | 337-989-4454 |
| Austin Davis                          | CPR Leesville <sup>1</sup>         | LA    | 2414 S. 5th Street                        | Leesville      | 71446 | 337-378-7460 |
| Josh Baham                            | CPR Mandeville                     | LA    | 607 N Causeway Blvd.                      | Mandeville     | 70448 | 985-705-3671 |
| Ethan Cole Kitchens                   | CPR Natchitoches                   | LA    | 929 Keyser Ave., Suite G                  | Natchitoches   | 71457 | 337-294-8990 |
| Scott Aronstein                       | CPR New Orleans - St. Andrews St.  | LA    | 506 Saint Andrew Street                   | New Orleans    | 70130 | 504-457-7544 |
| Darren "Mike" Scales & Andrew Scales  | CPR Shreveport- University Place   | LA    | 7435 Youree Drive Ste 200                 | Shreveport     | 71105 | 318-518-3266 |
| Amgad Hanna                           | CPR Boston- Back Bay               | MA    | 219 Newbury St                            | Boston         | 02116 | 617-834-8134 |
| Amgad Hanna                           | CPR Boston- Downtown               | MA    | 243 Washington St.                        | Boston         | 02108 | 617-573-0073 |
| Abdi Warsame                          | CPR Brockton                       | MA    | 11 Westgate Drive                         | Brockton       | 02301 | 774-517-5099 |
| Theo Agbazagan & Cedric Dossou        | CPR Hyattsville                    | MD    | Store No. 101, 6504 America Boulevard     | Hyattsville    | 20782 | 301-250-4133 |
| Malav Patel                           | CPR Laurel                         | MD    | 14440 Cherry Lane Ct #115                 | Laurel         | 20707 | 301-830-1897 |
| Malav Patel                           | CPR Baltimore MD - Parkville       | MD    | 8581 Doves Fly Way                        | Laurel         | 20723 | 443-900-3954 |
| Theophraste Agbazagan                 | CPR Pasadena                       | MD    | 8155-A Governor Ritchie Hwy               | Pasadena       | 21122 | 410-991-4818 |
| Arthur Edmonds                        | CPR Rockville                      | MD    | 800 Pleasant Drive, Unit 110              | Rockville      | 20850 | 301-417-4146 |
| Don Fickett                           | CPR Bangor                         | ME    | 849 Stillwater Ave                        | Bangor         | 04401 | 207-990-2355 |

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| Tjader Gerdorn                                  | CPR Commerce Township MI         | MI    | 3050 Union Lake Rd, Ste 8G         | Commerce Township | 48382 | 248-779-7504 |
| Michael Barrette                                | CPR Davison                      | MI    | 333 N. Main St.                    | Davison           | 48423 | 810-214-2929 |
| Ali Khan & Mohammad Abboud                      | CPR Dearborn Heights             | MI    | 24309 Joy Rd                       | Dearborn Heights  | 48127 | 313-983-9839 |
| Joshua Elder                                    | CPR Fenton                       | MI    | 18046 Silver Pkwy                  | Fenton            | 48430 | 810-936-4415 |
| Joshua Elder                                    | CPR Flint <sup>1</sup>           | MI    | G3282 Miller Road, Suite 2         | Flint             | 48507 | 810-221-1183 |
| Scott DeShone                                   | CPR Grandville <sup>1</sup>      | MI    | 4693 Wilson Ave SW Ste J           | Grandville        | 49418 | 616-855-1070 |
| Ali Khan & Mohammad Abboud                      | CPR Westland                     | MI    | 33676 Ford Rd                      | Westland          | 48185 | 734-272-8222 |
| Jonathan Remarcik                               | CPR Burnsville                   | MN    | 1250 Country Rd. 42. West          | Burnsville        | 55337 | 952-855-8199 |
| Jonathan Remarcik                               | CPR Coon Rapids                  | MN    | 12689 Riverdale Blvd. NW, Unit 204 | Coon Rapids       | 55448 | 763-421-2045 |
| Jonathan Remarcik                               | CPR Eden Prairie                 | MN    | 11611 Leona Rd., Suite B           | Eden Prairie      | 55344 | 952-333-4699 |
| Andrew Strandquist, Hans and Valerie Wanzenried | CPR Minnetonka                   | MN    | 12933 Ridgedale Dr                 | Minnetonka        | 55305 | 612-268-2600 |
| Andrew Strandquist, Hans and Valerie Wanzenried | CPR Plymouth                     | MN    | 16605 County Road 24, Suite 209    | Plymouth          | 55447 | 763-568-7041 |
| Andrew Strandquist, Hans and Valerie Wanzenried | CPR Stadium Village              | MN    | 806 Washington Ave. SE             | SE Minneapolis    | 55414 | 612-236-4682 |
| Jonathan Remarcik                               | CPR Woodbury                     | MN    | 8446 Tamarack Village Suite 207    | Woodbury          | 55125 | 320-444-6421 |
| Jill Solberg                                    | CPR Crestwood                    | MO    | 185 Watson Plaza                   | Crestwood         | 63126 | 314-966-1836 |
| Jill Solberg                                    | CPR Fenton <sup>1</sup>          | MO    | 794 Gravois Bluffs Blvd            | Fenton            | 63026 | 636-600-0173 |
| Chad & Jennifer Evans                           | CPR Festus                       | MO    | 376 Festus Center Drive            | Festus            | 63028 | 636-638-1222 |
| Matthew Reed                                    | CPR Kansas City MO - Westport Rd | MO    | 1018 Westport Rd                   | Kansas City       | 64111 | 816-466-0761 |
| Kyle Dietzman                                   | CPR North Kansas City            | MO    | 7701 NW Prairie View Rd.           | Kansas City       | 64477 | 816-492-7331 |
| Rick Bouse                                      | CPR Rolla <sup>1</sup>           | MO    | 2401 N Bishop Ave                  | Rolla             | 65401 | 573-426-2525 |
| Cynthia & Tim Leek, Jason Mohler                | CPR Springfield                  | MO    | 1330 Battlefield Rd                | Springfield       | 65804 | 417-881-4911 |
| Rob Benton                                      | CPR St Peters                    | MO    | 7131 Mexico Road                   | St. Peters        | 63376 | 636-352-0767 |
| Jill Solberg                                    | CPR Wentzville                   | MO    | 1828 Wentzville Pkwy               | Wentzville        | 63385 | 636-887-2516 |
| Loren Nunley, Sandra Nunley, Russ Bowling       | CPR Corinth                      | MS    | 2101 Virginia Lane                 | Corinth           | 38834 | 662-286-9039 |
| Brooks Johnson                                  | CPR Gulfport                     | MS    | 15007 Creosote Rd, Suite B         | Gulfport          | 39503 | 228-864-0335 |
| Dave Lowery                                     | CPR Hattiesburg                  | MS    | 24 Cross Creek Parkway, Suite 120  | Hattiesburg       | 39402 | 601-255-5332 |
| Jennifer Pannell                                | CPR Tupelo <sup>1</sup>          | MS    | 3851 N Gloster                     | Tupelo            | 38804 | 662-841-7855 |
| Kyle Stricklin                                  | CPR Billings- 24th St.           | MT    | 960 South 24th St. West B          | Billings          | 59102 | 406-534-2547 |
| Kyle Nelson                                     | CPR Billings- Main St.           | MT    | 1327 Main St #1A                   | Billings          | 59105 | 406-206-3437 |
| Kyle Stricklin, Kyle Nelson, Michael Herman     | CPR Bozeman                      | MT    | 200 South 23rd Ave, Suite E2.      | Bozeman           | 59718 | 406-581-1197 |

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| Owner Name                                           | CPR Location                 | State | Location Address                      | City           | Zip   | Store Phone   |
|------------------------------------------------------|------------------------------|-------|---------------------------------------|----------------|-------|---------------|
| Pedro Ferrer                                         | CPR South Asheville          | NC    | 1840 Hendersonville Rd., Ste 102      | Asheville      | 28803 | 828-785-1585  |
| Joshua Pitchford                                     | CPR Charlotte NC - Arboretum | NC    | 8206 Providence Rd., Suite 1200       | Charlotte      | 28277 | 704-542-0046  |
| Haseeb Ali                                           | CPR Durham-South Square      | NC    | 4125 Durham Chapel Hill Blvd. Suite 7 | Durham         | 27707 | 919-489-5252  |
| Jason Lemons                                         | CPR Fayetteville-Raeford Rd  | NC    | 926 Brighton Drive                    | Fayetteville   | 28314 | 910-491-0987  |
| Jonathan Solaka                                      | CPR Gastonia                 | NC    | 2230 East Franklin Blvd. Suite 120    | Gastonia       | 28054 | 704-999-6253  |
| Jason Seeley                                         | CPR Goldsboro                | NC    | 212 S. Berkeley Blvd.                 | Goldsboro      | 27534 | 919-344-3987  |
| Charles Douglas                                      | CPR Greensboro               | NC    | 2403-4 Battleground Avenue            | Greensboro     | 27408 | 336-763-8069  |
| Brent Belch/Joe Forth                                | CPR Hickory                  | NC    | 2276 Highway 70 SE                    | Hickory        | 28602 | 828-855-3465  |
| Tony Tyshchuk                                        | CPR Indian Trail             | NC    | 612 Indian Trail Rd, South            | Indian Trail   | 28079 | 704-254-1625  |
| Rob Fischer                                          | CPR Jacksonville             | NC    | 4200 Western Blvd, Suite 135          | Jacksonville   | 28546 | 910-526-0166  |
| Jack Davis                                           | CPR Matthews                 | NC    | 1720 Windsor Square Drive             | Matthews       | 28105 | 980-262-3264  |
| Joe Forth                                            | CPR Mooresville              | NC    | 516 River Highway, Suite E            | Mooresville    | 28117 | 704-360-2835  |
| Jeff Schiff                                          | CPR Raleigh Midtown          | NC    | 3004 Wake Forest Rd., Suite 102       | Raleigh        | 27609 | 984-232-8586  |
| Nimsi Hernandez                                      | CPR Shelby                   | NC    | 1506-3 E Dixon Blvd.                  | Shelby         | 28152 | 980-404-0116  |
| Rob Fischer                                          | CPR Wilmington               | NC    | 4401 Oleander Drive, Suite F          | Wilmington     | 28403 | 910-859-7694  |
| Charles Douglas                                      | CPR Winston-Salem            | NC    | 268 S. Stratford Road                 | Winston-Salem  | 27103 | 336-448-1011  |
| Perry Peyerl                                         | CPR Fargo                    | ND    | 4501 15th Avenue SW                   | Fargo          | 58103 | 701-364-5527  |
| Perry Peyerl                                         | CPR Grand Forks              | ND    | 1003 S. Washington St. Suite A        | Grand Forks    | 58201 | 701-757-1899  |
| Joyce Victor, Bradley Klinginsmith & Katherine Green | CPR Grand Island NE          | NE    | 819 N Diers Ave., Suite 6             | Grand Island   | 68803 | 308-382-1020  |
| Kurtis Kraatz                                        | CPR Lincoln                  | NE    | 3865 South St.                        | Lincoln        | 68506 | 402-441-3111  |
| George Monnier                                       | CPR Omaha West               | NE    | 2887 S. 168th St.                     | Omaha          | 68130 | 402-933-7090  |
| Chad Johansen                                        | CPR Bedford                  | NH    | 7 Colby Court, Unit 2                 | Bedford        | 03110 | 603-473-4628  |
| Chad Johansen                                        | CPR Portsmouth               | NH    | 1465 Woodbury Ave., Unit 9            | Portsmouth     | 03801 | 603- 686-7123 |
| Chad Johansen                                        | CPR Nashua                   | NH    | 375 Amherst St                        | Nashua         | 03060 | 603-505-4882  |
| Chad Johansen                                        | CPR Salem                    | NH    | 227 North Broadway                    | Salem          | 03079 | 603-609-0757  |
| Mohammed Butt                                        | CPR East Brunswick           | NJ    | 285 NJ-18, Suite A-2                  | East Brunswick | 08816 | 732-387-8569  |
| Greg Cosenza & Jeff Flager                           | CPR Hainesport               | NJ    | 1509 Rt 38, Ste 7                     | Hainesport     | 08036 | 856-548-6252  |
| Chris Rossi & Robert Rathschmidt                     | CPR Howell                   | NJ    | 4150 Route 9 South                    | Howell         | 07731 | 732-534-9965  |
| Chris Rossi & Robert Rathschmidt                     | CPR Neptune City             | NJ    | 103 3rd Ave. Unit B                   | Neptune City   | 07753 | 732-455-5153  |
| Chris Rossi & Robert Rathschmidt                     | CPR Princeton North          | NJ    | 1225 State Road 206                   | Princeton      | 08540 | 609-454-2024  |
| Yasmin Elgendy                                       | CPR South Orange NJ          | NJ    | 76 S Orange Ave                       | South Orange   | 07079 | 908-601-6666  |
| Steven Sanchez                                       | CPR Albuquerque- Corrales    | NM    | 10701 Corrales Rd, Suite 26E          | Albuquerque    | 87114 | 505-792-4433  |

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| Scott Aronstein                   | CPR Albuquerque Northwest        | NM    | 5241 Ouray Rd NW, Suite B-1       | Albuquerque        | 87120 | 505-831-0171 |
| Scott Aronstein                   | CPR Albuquerque- San Mateo Blvd  | NM    | 2529 San Mateo Blvd. NE, Suite 11 | Albuquerque        | 87110 | 505-881-4023 |
| Scott Aronstein                   | CPR Albuquerque                  | NM    | 8100 Wyoming Blvd                 | Albuquerque        | 87113 | 505-821-2355 |
| William Charles                   | CPR Farmington                   | NM    | 3555 E Main St, Suite B           | Farmington         | 87402 | 505-327-7312 |
| Carlos Carreon                    | CPR Las Cruces                   | NM    | 590 S. Solano Dr #B.              | Las Cruces         | 88001 | 575-527-1515 |
| Steven Sanchez                    | CPR Santa Fe                     | NM    | 4250 Cerrillos Rd.                | Santa Fe           | 87507 | 505-424-2277 |
| Raquel Darensburg                 | CPR Henderson                    | NV    | 183 N Gibson Rd, #170             | Henderson          | 89104 | 702-527-7473 |
| Raquel Darensburg                 | CPR Las Vegas- Craig Rd.         | NV    | 4990 W Craig Rd, #12              | Las Vegas          | 89130 | 702-675-4466 |
| Raquel Darensburg                 | CPR Las Vegas South              | NV    | 7377 S Jones Blvd, #111           | Las Vegas          | 89139 | 702-488-4222 |
| Raquel Darensburg                 | CPR Las Vegas-Summerlin          | NV    | 1750 N Buffalo Dr. Unit 111       | Las Vegas          | 89128 | 435-799-8888 |
| Benjie Gonzalez                   | CPR North Las Vegas              | NV    | 2315 E. Cheyenne Ave #115         | North Las Vegas    | 89030 | 702-550-9999 |
| Nik Vyas                          | CPR Amityville                   | NY    | 45 Merrick Rd                     | Amityville         | 11701 | 631-586-9584 |
| Mohammed Butt                     | CPR Astoria                      | NY    | 3230 Steinway St.                 | Astoria            | 11103 | 718-806-1486 |
| Jonathan Layish                   | CPR Binghamton                   | NY    | 37 Pine St.                       | Binghamton         | 13901 | 607-235-5216 |
| Paul Cerullo                      | CPR Brooklyn - Ralph Ave NY      | NY    | 2167 Ralph Avenue                 | Brooklyn           | 11234 | 718-866-0036 |
| Mohammed Butt                     | CPR Hicksville                   | NY    | 125 N Broadway                    | Hicksville         | 11801 | 516-350-0777 |
| Farhan Ahmad                      | CPR Huntington Station           | NY    | 807 East Jericho Turnpike         | Huntington Station | 11746 | 631-223-3287 |
| Mohammed Butt                     | CPR Jamaica                      | NY    | 147-40 Jamaica Ave                | Jamaica            | 11435 | 718-526-9100 |
| Tim O'Connor                      | CPR Liverpool                    | NY    | 318 Oswego St.                    | Liverpool          | 13088 | 315-457-4277 |
| Nik Vyas                          | CPR Merrick                      | NY    | 1824 Merrick Road                 | Merrick            | 11566 | 516-379-7979 |
| Richard Mucci & Kimberly Ambrosio | CPR New Rochelle                 | NY    | 1299 North Avenue, Suite B        | New Rochelle       | 10804 | 914-201-2771 |
| Farhan Ahmad                      | CPR North Babylon                | NY    | 1486C Deer Park Avenue            | North Babylon      | 11703 | 631-392-0367 |
| Farhan Ahmad                      | CPR Rocky Point                  | NY    | 415 Route 25a                     | Rocky Point        | 11778 | 631-315-5500 |
| Mohammed Butt                     | CPR Rosedale                     | NY    | 247-22 S Conduit Ave.             | Rosedale           | 11422 | 718-977-1221 |
| Paul Cerullo                      | CPR Spring Valley                | NY    | 27 Spring Valley Marketplace      | Spring Valley      | 10977 |              |
| Tom Ponmalayil                    | CPR Wappinger Falls <sup>1</sup> | NY    | 1234 US 9                         | Wappinger Falls    | 12590 | 845-296-1047 |
| Richard Mucci & Kimberly Ambrosio | CPR Yonkers (Northeast)          | NY    | 2241 Central Park Avenue          | Yonkers            | 10710 | 914-201-2770 |
| Scott Madison                     | CPR Akron-Fairlawn               | OH    | 2855 West Market St, Suite 115    | Akron              | 44333 | 234-466-0425 |
| Barbara Carlson & Clark Carlson   | CPR Boardman                     | OH    | 70 Boardman Poland Rd             | Boardman           | 44512 | 330-707-4383 |
| Johnny Troher                     | CPR Beechmont                    | OH    | 8460 Beechmont Avenue             | Cincinnati         | 45255 | 513-620-8183 |
| Johnny Troher                     | CPR Bridgetown                   | OH    | 6595 Glenway Ave                  | Cincinnati         | 45211 | 513-442-4277 |
| Johnny Troher                     | CPR Dayton, OH - Springboro      | OH    | 460 N Springboro Pike, Dayton     | Dayton             | 45449 | 937-560-4945 |

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| Rob Basso                           | CPR Dover                       | OH    | 320 N Wooster Ave, Suite B          | Dover           | 44622 | 330-440-6864 |
| Johnny Troher                       | CPR Findlay                     | OH    | 2011 Tiffin Ave.                    | Findlay         | 45840 | 567-525-5049 |
| Paul and Joe Koors                  | CPR Gahanna                     | OH    | 371 Stoneridge Lane                 | Gahanna         | 43230 | 614-383-7627 |
| Justin Fanelli (John/Diana Fanelli) | CPR Marietta                    | OH    | 450 Pike St. H.                     | Marietta        | 45750 | 740-374-7300 |
| Barbara Carlson & Clark Carlson     | CPR Niles                       | OH    | 6261 Youngstown Warren Rd, Unit 160 | Niles           | 44446 | 330-349-4979 |
| Johnny Troher                       | CPR West Chester                | OH    | 7751 Cox Lane                       | West Chester    | 45069 | 513-779-7000 |
| Vince Gioffre & Brett Kern          | CPR Edmond                      | OK    | 309 S Bryant St., Suite 140         | Edmond          | 73034 | 405-471-6464 |
| Vince Gioffre & Brett Kern          | CPR Norman                      | OK    | 1708 24th Ave NW                    | Norman          | 73069 | 405-701-8321 |
| Vince Gioffre & Brett Kern          | CPR Oklahoma City               | OK    | 1704 Belle Isle Blvd, Suite B       | Oklahoma City   | 73118 | 405-767-9400 |
| Mickey Pratt                        | CPR Shawnee                     | OK    | 2003 N. Harrison St                 | Shawnee         | 74804 | 405-214-0060 |
| Matt Barton                         | CPR Stillwater                  | OK    | 1120 N. Duck St., Suite H           | Stillwater      | 74075 | 405-372-7025 |
| Vince Gioffre & Brett Kern-Spradlin | CPR Tulsa OK - S Memorial Drive | OK    | 10035 S Memorial Dr, Ste 50         | Tulsa           | 74133 | 918-999-2460 |
| AJ Uecker                           | CPR Beaverton                   | OR    | 10761 SW Beaverton-Hillsdale Hwy    | Beaverton       | 97005 | 503-536-2484 |
| Britt Bay                           | CPR Eugene                      | OR    | 495 W. 7th Ave, Suite 200           | Eugene          | 97401 | 541-583-4679 |
| AJ Uecker                           | CPR Clackamas                   | OR    | 11350 SE 82nd Ave #305              | Happy Valley    | 97086 | 503-354-1720 |
| Britt Bay                           | CPR Salem Northeast             | OR    | 1090 Lancaster Dr NE                | Salem           | 97305 | 503-723-5549 |
| Jeff Bollinger                      | CPR Erie                        | PA    | 1907 Rotunda Dr Unit E 105          | Erie            | 16509 | 814-868-3000 |
| Fady Kased & Karrie Carothers       | CPR Greensburg                  | PA    | 645 East Pittsburgh Street          | Greensburg      | 15601 | 878-295-8351 |
| Barbara Carlson & Clark Carlson     | CPR Hermitage                   | PA    | 2140 E. State Street                | Hermitage       | 16148 | 724-979-6050 |
| Natalia Dittmer                     | CPR King of Prussia             | PA    | 348 W Dekalb Pike                   | King of Prussia | 19406 | 610-337-4567 |
| Tu-Sean Phan                        | CPR Lancaster                   | PA    | 2000 Columbia Ave                   | Lancaster       | 17603 | 717-947-4414 |
| Shawn Lafferty                      | CPR Monroeville                 | PA    | 4031 William Penn Highway           | Monroeville     | 15146 | 412-856-4349 |
| Corey Bates                         | CPR Pottstown                   | PA    | 223 Shoemaker Rd, Suite 137.        | Pottstown       | 19464 | 610-412-9822 |
| Aqib Rehman                         | CPR Reading                     | PA    | 650 Spring Street                   | Reading         | 19605 | 610-750-7075 |
| Aqib Rehman                         | CPR Shillington                 | PA    | 502 East Lancaster Avenue, Suite B8 | Shillington     | 19607 | 484-509-5571 |
| Corey Bates                         | CPR West Chester                | PA    | 2 N 5 Points Rd                     | West Chester    | 19380 | 484-402-6561 |
| Natalia Dittmer                     | CPR Willow Grove-Horsham        | PA    | 2607 Easton Rd.                     | Willow Grove    | 19090 | 215-323-4924 |
| Aqib Rehman                         | CPR Wyomissing                  | PA    | 1812 State Hill Road                | Wyomissing      | 19610 | 610-921-0232 |
| Jonah Sargent & Tom Sargent         | CPR Aiken                       | SC    | 3553 Richland Ave, Suite 136        | Aiken           | 29801 | 803-226-9199 |
| Nikki & Rodney Truman               | CPR Beaufort                    | SC    | 129 Burton Hills Rd, Unit N         | Beaufort        | 29906 | 843-593-9033 |
| Nikki & Rodney Truman               | CPR Charleston - West Ashley    | SC    | 821 Orleans Rd., Unit 107           | Charleston      | 29407 | 843-212-0887 |
| Steven Doyle                        | CPR Vista                       | SC    | 506 Gervais Street                  | Columbia        | 29201 | 803-779-5300 |

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|-------------------------------------|-----------------------------------------|-------|------------------------------------------|-----------------|-------|----------------|
| Mark & Vedrana Ruise                | CPR Columbia-Columbiana                 | SC    | 735 Saturn Parkway                       | Columbia        | 29212 | 803-681-0981   |
| Keith Walter                        | CPR Conway                              | SC    | 1205 Dunraven Court                      | Conway          | 29526 | 843-772-0159   |
| Janet Culver                        | CPR Cherrydale                          | SC    | 3255 N. Pleasantburg Drive               | Greenville      | 29609 | 864-282-9097   |
| Bill Halford/Chris Shore            | CPR Greenwood                           | SC    | 515 Bypass 72 NW, Suite A1               | Greenwood       | 29649 | 864-223-6373   |
| Garret Gray                         | CPR Myrtle Beach                        | SC    | 1000 S Commons Dr, Unit 103              | Myrtle Beach    | 29588 | 843-750-0449   |
| Jack Davis                          | CPR Rock Hill                           | SC    | 739 Galleria Blvd, Suite 104             | Rock Hill       | 29730 | 803-909-2277   |
| Janet Culver                        | CPR Spartanburg                         | SC    | 1450 W.O. Ezell Blvd Suite 1100          | Spartanburg     | 29301 | 864-576-3524   |
| Nikki & Rodney Truman               | CPR Summerville                         | SC    | 1317 N Main St. Suite C-8                | Summerville     | 29483 | 843-410-5571   |
| Mark & Vedrana Ruise                | CPR Sumter                              | SC    | 317 W Wesmark Blvd                       | Sumter          | 29150 | 803-607-9056   |
| Jill Solberg                        | CPR Sioux Falls South                   | SD    | 1604 W. 41st St.                         | Sioux Falls     | 57105 | 605-274-6700   |
| Dewayne Holloway                    | CPR Alcoa                               | TN    | 276 Gill St.                             | Alcoa           | 37701 | 865-980-8448   |
| Jonathan Spotts                     | CPR Cordova                             | TN    | 1665 Bonnie Lane, Suite 102              | Cordova         | 38016 | 901-509-8890   |
| Jonathan Spotts                     | CPR Jackson                             | TN    | 7 Stonebridge Blvd, Suite B.             | Jackson         | 38305 | 731-215-0772   |
| Pedro Ferrer                        | CPR Johnson City                        | TN    | 509 N State of Franklin Rd. #5           | Johnson City    | 37604 | 423-328-3732   |
| Dewayne Holloway                    | CPR Sequoyah Hills                      | TN    | 4495 Kingston Pike                       | Knoxville       | 37919 | 865-249-6678   |
| Jim Threlkeld                       | CPR Memphis                             | TN    | 5073 Park Ave                            | Memphis         | 38117 | 901-552-3916   |
| Austin Robinson                     | CPR Murfreesboro                        | TN    | 2441 Old Fort Parkway, Suite B           | Murfreesboro    | 37128 | 615-881-8888   |
| Dewayne Holloway                    | CPR Pigeon Forge                        | TN    | 2430 Teaster Lane, Suite 102             | Pigeon Forge    | 37863 | 865-366-3303   |
| Bill Kapsidelis                     | CPR Abilene                             | TX    | 4730 S 14th St.                          | Abilene         | 79605 | 325-232-8237   |
| Vince Gioffre & Brett Kern-Spradlin | CPR Allen                               | TX    | 1314 West McDermott Drive, Suite 175     | Allen           | 75013 | 469-640-1001   |
| Bill Kapsidelis                     | CPR Arlington Heights                   | TX    | 4000 5 Points Blvd Suite 191             | Arlington       | 76018 | 817-538-9202   |
| Scott Aronstein                     | CPR West Austin                         | TX    | 4211 Lamar Blvd                          | Austin          | 78704 | (737) 295-2229 |
| Scott Aronstein                     | CPR Austin - Lakeline                   | TX    | 14010 US-183 Hwy #528                    | Austin          | 78717 | 512-212-1231   |
| Shane Mericle                       | CPR South Austin                        | TX    | 9900 S IH 35 Frontage Rd, Suite P475     | Austin          | 78748 | 512-280-2777   |
| Shane Mericle & Colin Eddings       | CPR Bastrop                             | TX    | 107 Childers Dr Suite 300                | Bastrop         | 78602 | 512-549-3929   |
| Patrick Wood                        | CPR Baytown                             | TX    | 3618 Garth Rd                            | Baytown         | 77521 | 281-787-7736   |
| Scott Aronstein                     | CPR Brownsville                         | TX    | 2534 Boca Chica Blvd                     | Brownsville     | 78521 | (956) 238-2381 |
| Stephen Neal                        | CPR Burleson                            | TX    | 1169 North Burleson Boulevard, Suite 123 | Burleson        | 76028 | 817-994-4170   |
| Rocky Mathis/Jeff Strong            | CPR College Station                     | TX    | 1800 Texas Avenue South, Suite H         | College Station | 77840 | 979-703-6017   |
| Scott Aronstein                     | CPR Conroe - 336 Marketplace            | TX    | 381 S Loop 336 W, Suite 600              | Conroe          | 77304 | (936) 647-4644 |
| Scott Aronstein                     | CPR Corpus Christi (South Padre Island) | TX    | 5601 S. Padre Island                     | Corpus Christi  | 78412 | (361) 239-2393 |
| Amin Lakhani                        | CPR Dallas-University Park              | TX    | 5921 Greenville Ave                      | Dallas          | 75206 | 469-643-4915   |
| Mark Tomason                        | CPR Dallas-Uptown                       | TX    | 2806 N Fitzhugh Ave                      | Dallas          | 75204 | 214-827-6666   |

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| Vince Gioffre & Brett Kern-Spradlin                           | CPR Denton                           | TX    | 2219 S Loop 288, Suite 206                      | Denton         | 76205 | 940-247-3160   |
| Samuel Cohen                                                  | CPR El Paso - Sunland Park Mall      | TX    | 750 Sunland Park Dr #BQ1                        | El Paso        | 79912 | 915-587-0401   |
| Joel Aponte                                                   | CPR El Paso- North                   | TX    | 9930 Dyer Street, Suite A                       | El Paso        | 79924 | 915-519-8121   |
| Joel Aponte                                                   | CPR El Paso- West                    | TX    | 3500 N. Mesa Street, Suite E                    | El Paso        | 79902 | 915-626-5056   |
| Bill Kapsidelis/Anh Nguyen                                    | CPR Flower Mound                     | TX    | 6101 Long Prairie Rd, Ste 704                   | Flower Mound   | 75028 | 972-737-1965   |
| Connor and Dee Wayne Cullum                                   | CPR Fort Worth- Alliance             | TX    | 8947 Tehama Ridge Parkway                       | Fort Worth     | 76177 | 817-502-9938   |
| Bill Kapsidelis/Anh Nguyen                                    | CPR Fort Worth-Benbrook              | TX    | 5412 S. Hulen St                                | Fort Worth     | 76132 | 817-361-8254   |
| Bill Kapsidelis                                               | CPR Frisco                           | TX    | 8049 Preston Rd, Suite 500                      | Frisco         | 75034 | 469-294-0659   |
| Steve and Jill Currier                                        | CPR Killeen                          | TX    | 200 Commercial Drive Suite 102                  | Harker Heights | 76548 | 254-245-9170   |
| Scott Aronstein                                               | CPR Harlingen                        | TX    | 1729 W Harrison Ave                             | Harlingen      | 78550 | (956) 230-6230 |
| Farrukh Saud, Kamran Ashraf, & Abdllah Farrukh                | CPR Houston - Westbury               | TX    | 5351 W. Bellfort                                | Houston        | 77035 | 346-560-4277   |
| Mohammad Kamran Ashraf & Abdullah Farrukh                     | CPR Houston (Windermere Lakes Plaza) | TX    | 12149 FM 1960 Rd W. Suite D                     | Houston        | 77065 | 832-688-5454   |
| Scott Aronstein                                               | CPR Houston TX - Heights             | TX    | 722 W 19 <sup>th</sup> St                       | Houston        | 77008 | 713-956-4000   |
| Mohammad Kamran Ashraf & Abdullah Farrukh                     | CPR Houston-Eldridge Parkway         | TX    | 5630 N. Eldridge Pkwy, Suite 600                | Houston        | 77041 | 832-645-4428   |
| Taha Shaikh                                                   | CPR Houston-Galleria                 | TX    | 5727 Westheimer Rd, Suite I                     | Houston        | 77057 | 832-420-0851   |
| Taha Shaikh                                                   | CPR Houston-North Chimney Rock       | TX    | 2719 Chimney Rock Rd                            | Houston        | 77057 | 832-420-0851   |
| Farrukh Saud and Kamran Ashraf                                | CPR Houston-Shepherd                 | TX    | 2612 S. Shepherd Drive                          | Houston        | 77098 | 832-582-5187   |
| Scott Aronstein                                               | CPR Houston - Vintage Park           | TX    | 142 Vintage Park Blvd, Suite C                  | Houston        | 77070 | (346) 260-3883 |
| Samuel Day & Stephen Day                                      | CPR Atascocita                       | TX    | 6308 Farm to Market 1960 Road East              | Humble         | 77346 | 281-310-7912   |
| Mohammad Kamran Ashraf & Abdullah Farrukh                     | CPR Katy East                        | TX    | 6052 N. Fry Rd, Ste F                           | Katy           | 77449 | 281-815-3040   |
| Hussain Rehmatullah, Mohammed R. Shaikh, & Mohammad B. Shaikh | CPR Katy South                       | TX    | 5102 FM 1463, #500                              | Katy           | 77494 | 281-965-4303   |
| Hussain Rehmatullah, Mohammed R. Shaikh, & Mohammad B. Shaikh | CPR Katy Cinco Ranch                 | TX    | 21924 Kingsland Blvd                            | Katy           | 77450 | 832-302-4005   |
| Scott Aronstein                                               | CPR Laredo                           | TX    | 5110 McPherson, Suite #6A                       | Laredo         | 78041 | (956) 462-1112 |
| “Abe” Absaar Ahmad                                            | CPR League City                      | TX    | League City Plaza, 184 Gulf Freeway S, Unit A3A | League City    | 77573 | 281-724-9767   |
| Mark Bourg                                                    | CPR Vista Ridge                      | TX    | 2325 S Stemmons Fwy, Suite 306                  | Lewisville     | 75067 | 972-315-2060   |

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| Samuel Day & Stephen Day                                            | CPR Liberty                           | TX    | 1421 N Main St.                     | Liberty       | 77575 | 936-657-0939   |
| William Kapsidelis                                                  | CPR Little Elm                        | TX    | 2700 E. Eldorado Parkway, Suite 408 | Little Elm    | 75068 | 469-777-4787   |
| Stephen Day                                                         | CPR South Lubbock                     | TX    | 5152 69th St., Suite 100            | Lubbock       | 79424 | 806-701-4020   |
| Mark Tomason                                                        | CPR McKinney                          | TX    | 2851 Craig Dr., #202D               | McKinney      | 75070 | 214-843-0484   |
| Bill Kapsidelis                                                     | CPR Mesquite                          | TX    | 1765 N Town East Blvd, Suite #111   | Mesquite      | 75150 | 214-484-1540   |
| Scott Aronstein                                                     | CPR Mission                           | TX    | 808 S. Shary Rd, Suite 4            | Mission       | 78572 | (956) 271-8717 |
| Scott Aronstein                                                     | CPR Missouri City                     | TX    | 9402 Highway 6, Suite 350           | Missouri City | 77459 | (346) 341-3133 |
| Shane Mericle                                                       | CPR New Braunfels                     | TX    | 244 FM 306, Suite 112               | New Braunfels | 78130 | 830-214-0581   |
| Farrukh Saud, Kamran<br>Ashraf & Abdullah Farrukh                   | CPR Pasadena                          | TX    | 5968 Fairmont Parkway, Suite G      | Pasadena      | 77505 | 713-340-1600   |
| “Abe” Absaar Ahmad                                                  | CPR Pearland – Shadow<br>Creek        | TX    | 12280 Broadway St., Suite 3113      | Pearland      | 77584 | 346-409-1404   |
| Farrukh Saud, Kamran<br>Ashraf & Abdullah Farrukh                   | CPR Pearland                          | TX    | 3115 Dixie Farm Rd #115             | Pearland      | 77581 | 346-409-1404   |
| Vince Gioffre & Brett Kern-<br>Spradlin                             | CPR Plano-Preston & Park              | TX    | 1941 Preston Rd. Suite #1000A       | Plano         | 75093 | 972-737-1190   |
| Hussain Rehmatullah,<br>Mohammed R. Shaikh, &<br>Mohammad B. Shaikh | CPR Richmond North                    | TX    | 5614 W Grand Pkwy S, Ste 104        | Richmond      | 77406 | 281-594-8229   |
| Taha Shaikh                                                         | CPR Richmond                          | TX    | 18502 West Bellfort, Suite 114      | Richmond      | 77407 | 713-257-2213   |
| Farrukh Saud & Kamran<br>Ashraf                                     | CPR Rosenberg                         | TX    | 24601 Southwest Fwy, Suite 250      | Rosenberg     | 77471 | 281-762-7823   |
| Shane Mericle                                                       | CPR Round Rock                        | TX    | 115 Sundance Parkway Suite 320      | Round Rock    | 78681 | 512-215-2157   |
| Bill Kapsidelis                                                     | CPR Saginaw                           | TX    | 601 N. Saginaw Blvd. #150           | Saginaw       | 76179 | 817-581-3596   |
| William Stoner                                                      | CPR San Antonio-Northeast             | TX    | 12140 O'Connor Rd                   | San Antonio   | 78233 | 210-788-8373   |
| William Stoner                                                      | CPR San Antonio Southeast             | TX    | 3151 SE Military Dr., Ste 102       | San Antonio   | 78223 | 210-563-5047   |
| Scott Aronstein                                                     | CPR San Antonio – Stone<br>Oak        | TX    | 22502 US Highway 281 N, Ste 108     | San Antonio   | 78258 | 210-876-2776   |
| William Stoner                                                      | CPR San Antonio-West                  | TX    | 5535 W Loop 1604 N #109.            | San Antonio   | 78253 | 210-787-3607   |
| Scott Aronstein                                                     | CPR Conroe-Woodlands                  | TX    | 19073 I-45 So. Suite 107            | Shenandoah    | 77385 | 281-362-5437   |
| Stephen Neal                                                        | CPR Sherman                           | TX    | 301 E Hwy 82, Suite B.              | Sherman       | 75092 | 903-421-0099   |
| Bill Kapsidelis                                                     | CPR Southlake                         | TX    | 2707 E. Southlake Blvd, Suite 110.  | Southlake     | 76092 | 817-928-4736   |
| Jeffery Strong and Ronald<br>Ritchey                                | CPR Waco                              | TX    | 4607 W Waco Dr                      | Waco          | 76710 | 254-383-7784   |
| Bill Kapsidelis                                                     | CPR Watauga                           | TX    | 6420 Denton Hwy, Suite D            | Watauga       | 76148 | 817-485-3278   |
| Bill Kapsidelis                                                     | CPR Waxahachie                        | TX    | 1585 Highway 77 North, Suite B      | Waxahachie    | 75165 | 972-268-4434   |
| William Brian Mills                                                 | CPR Wichita Falls                     | TX    | 3211 Kemp Blvd                      | Wichita Falls | 76308 | 940-234-7768   |
| Amin Lakhani                                                        | CPR Wylie                             | TX    | 3360 W Farm to Market Rd 544, #935  | Wylie         | 75098 | 469-698-3710   |
| Jordan Lower/Dennis<br>Ferguson                                     | CPR Farmington at Station<br>Park, UT | UT    | 1060 UT-225, Suite 105              | Farmington    | 84025 | 801-694-3586   |

MMI-CPR, LLC (Cell Phone Repair)

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| Owner Name                          | CPR Location                   | State | Location Address                      | City             | Zip   | Store Phone  |
|-------------------------------------|--------------------------------|-------|---------------------------------------|------------------|-------|--------------|
| Scott Aronstein                     | CPR Provo                      | UT    | 990 South University Avenue           | Provo            | 84601 | 801-900-4766 |
| Scott Aronstein                     | CPR Riverdale                  | UT    | 4091 Riverdale Road, Suite 4          | Riverdale        | 84405 | 385-289-1189 |
| Scott Aronstein                     | CPR South Jordan               | UT    | 10384 S. River Heights Dr, Suite #100 | South Jordan     | 84095 | 801-900-6424 |
| Scott Aronstein                     | CPR West Valley                | UT    | 2723 W 3500 S                         | West Valley City | 84119 | 801-900-5499 |
| Joe Lejano                          | CPR Chesapeake                 | VA    | 801 Volvo Pkwy Suite 134              | Chesapeake       | 23320 | 757-410-8422 |
| Marshall Whaling                    | CPR Chesterfield               | VA    | 11530 Midlothian Turnpike 1B          | Chesterfield     | 23235 | 804-424-5598 |
| Yosef Zeru                          | CPR Falls Church               | VA    | 3825 S. George Mason Dr, Suite A      | Falls Church     | 22041 | 703-209-0006 |
| Marshall Whaling                    | CPR Farmville                  | VA    | 152 South Street                      | Farmville        | 23901 | 434-231-4949 |
| Marshall Whaling                    | CPR Fort Gregg-Adams VA        | VA    | 1431 Sustainment Ave, BLDG 9025       | Fort Gregg-Adams | 23801 | 804-255-2028 |
| Marshall Whaling                    | CPR Glen Allen - Short Pump    | VA    | 10877 West Broad ST                   | Glen Allen       | 23060 | 804-373-3111 |
| Fraz Khalid                         | CPR Manassas VA                | VA    | 7557 Centreville Rd, Unit 105         | Manassas         | 20111 | 571-292-2687 |
| Marshall Whaling                    | CPR Midlothian                 | VA    | 13109 Rittenhouse Drive               | Midlothian       | 23112 | 804-735-8627 |
| Joe Lejano                          | CPR Norfolk                    | VA    | 5802 E Virginia Beach Blvd, Suite 145 | Norfolk          | 23502 | 757-333-7771 |
| Joe Lejano                          | CPR Portsmouth                 | VA    | 4006 Victory Blvd. Suite A            | Portsmouth       | 23701 | 757-967-8399 |
| Fraz Khalid                         | CPR Springfield                | VA    | 6519 Bowie Dr.                        | Springfield      | 22150 | 703-451-5581 |
| Joe Lejano                          | CPR Virginia Beach             | VA    | 869 Lynnhaven Pkwy, Suite 111         | Virginia Beach   | 23452 | 757-965-4832 |
| Rahim Sidi                          | CPR Bellingham                 | WA    | 3930 Meridian Street Suite 104        | Bellingham       | 98226 | 360-922-7810 |
| Brad Stevens                        | CPR Edmonds <sup>1</sup>       | WA    | 21920 76th Ave West, Suite 102        | Edmonds          | 98026 | 425-412-3596 |
| Darrin Lee                          | CPR Moses Lake                 | WA    | 206 W. 3rd Ave.                       | Moses Lake       | 98837 | 509-855-5333 |
| Mike Ogunmola                       | CPR South Everett              | WA    | 1205 SE Everett Mall Way, Suite C     | Everett          | 98208 | 425-610-4494 |
| Darrin Lee                          | CPR Spokane North              | WA    | 9502 N. Newport Highway, Suite 2      | Spokane          | 99218 | 509-960-8947 |
| Darrin Lee                          | CPR Spokane South              | WA    | 2924 South Regal St.                  | Spokane          | 99223 | 509-863-9413 |
| Patrick Sullivan                    | CPR Hudson                     | WI    | 2270 Badger Drive                     | Hudson           | 54016 | 715-808-8568 |
| Robert Sereno                       | CPR Mequon                     | WI    | 1424 W. Mequon Road, Suite E          | Mequon           | 53092 | 262-643-4022 |
| Jacob Harms                         | CPR Barboursville <sup>1</sup> | WV    | 3032 Champion Dr                      | Barboursville    | 25504 | 304-733-4030 |
| Justin Fanelli & Joseph Hatfield    | CPR Beckley                    | WV    | 1032 N. Eisenhower Dr.                | Beckley          | 25801 | 681-207-2392 |
| Justin Fanelli (John/Diana Fanelli) | CPR Bridgeport                 | WV    | 8000 Jerry Dove Drive, Unit 107       | Bridgeport       | 26330 | 304-842-6077 |
| Justin Fanelli (John/Diana Fanelli) | CPR Huntington                 | WV    | 903 3rd Ave                           | Huntington       | 25701 | 304-523-2886 |
| Justin Fanelli                      | CPR Logan                      | WV    | 119A Prosperity Lane                  | Logan            | 25601 | 304-896-2504 |
| Justin Fanelli (John/Diana Fanelli) | CPR Morgantown                 | WV    | 1020 Suncrest Town Centre Drive       | Morgantown       | 26505 | 304-241-1289 |
| Justin Fanelli                      | CPR South Charleston           | WV    | 308 Southridge Blvd.                  | South Charleston | 25309 | 304-400-4818 |

<sup>1</sup> This CPR Franchise Business is one of 17 that were terminated, not renewed, or ceased operations for other reasons in 2025.

**Franchisees with Franchise Agreements not yet Operational as of December 31, 2024**

| <b>Owner Name</b>       | <b>CPR Location</b>                  | <b>State</b> | <b>Location Address</b>             | <b>City</b> | <b>Zip</b> |
|-------------------------|--------------------------------------|--------------|-------------------------------------|-------------|------------|
| "Zak" Muhtashim Zakaria | CPR Claremont CA                     | CA           | 101 N Indian Hill Blvd, Ste 106     | Claremont   | 91711      |
| Swapna Priya Marri      | CPR Lawndale CA                      | CA           | 16129 Hawthorne Blvd, Ste B         | Lawndale    | 90260      |
| Farhan Ahmad            | CPR New York NY 424 E 14th St        | NY           | 424 E 14th St.                      | New York    | 10009      |
| Mohammed Butt           | CPR Brooklyn NY - Nostrand Ave       | NY           | 701 Nostrand Ave                    | Brooklyn    | 11216      |
| Mohammed Butt           | CPR Brooklyn NY – Brighton Beach Ave | NY           | 1103 Brighton Beach Ave             | Brooklyn    | 11235      |
| Scott Aronstein         | CPR Midvale UT                       | UT           | 850 East Fort Union Blvd, Suite 850 | Midvale     | 84047      |



**EXHIBIT G TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**LIST OF FORMER FRANCHISEES THAT LEFT THE SYSTEM LAST YEAR OR WITH  
WHICH WE HAVE HAD NO CONTACT IN THE LAST 10 WEEKS**

**and**

**LIST OF TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER  
THAN THE FRANCHISOR)**

**AS OF DECEMBER 31, 2024**

**List of Former Franchisees that Left the System Last Year or with which We have had No Contact in the Last 10 Weeks**

**Terminated**

| <b>Owner</b>                 | <b>Phone/Contact</b> | <b>CPR Location</b>   | <b>State</b> | <b>Address</b>                                   | <b>City</b>    | <b>Zip</b> | <b>Phone</b>  |
|------------------------------|----------------------|-----------------------|--------------|--------------------------------------------------|----------------|------------|---------------|
| Kelly McMahan                | 205-558-9355         | CPR Bessemer          | AL           | 1827 13th Ave N.                                 | Bessemer       | 35020      | 205-434-4449  |
| Ben Gill                     | 510-439-7401         | CPR Lodi              | CA           | 2414 W Kettleman Ln, Suite 208                   | Lodi           | 95242      | 209-835-8096  |
| Ben Gill                     | 510-439-7401         | CPR Antioch           | CA           | 5865 Lone Tree Way, Suite K                      | Antioch        | 94531      | 925-237-9940  |
| Joseph McCarthy              | 714- 504-2210        | CPR Carlsbad          | CA           | 2744 Carlsbad Blvd., Suite 112                   | Carlsbad       | 92009      | 760- 637-5070 |
| Edward Diaz                  | 818-678-9590         | CPR Chatsworth        | CA           | 9864 De Soto Ave                                 | Chatsworth     | 91311      | 818-678-9590  |
| Erdogan Yildiz               | 203-435-3131         | Storrs                | CT           | 9 Dog Lane, Suite #103                           | Storrs         | 06268      | 860-429-0185  |
| Tobin Paul                   | 727-479-2480         | CPR Sarasota          | FL           | 2831 University Parkway                          | Sarasota       | 34243      | 941-306-5278  |
| Chris Young                  | 770-842-1029         | CPR Monroe            | GA           | 210 M.L.K. Jr Blvd #210                          | Monroe         | 30655      | 678- 635-0453 |
| Nick Brown & Gregg Hammer    | 402-699-5503         | Council Bluffs        | IA           | 3120 Manawa Center Dr, Suite 300                 | Council Bluffs | 51501      | 712-256-4708  |
| Philip Biermann              | 641-430-7484         | CPR Mason City        | IA           | 2771 4th St. SW                                  | Mason City     | 50401      | 641-430-7484  |
| Scott DeShone & Peter Dvorak | 616-855-1070         | CPR Mishawaka         | IN           | 5339 N Main Street                               | Mishawaka      | 46544      | 574-855-3770  |
| Mike Ostrander               | 615-785-4162         | CPR Campbellsville    | KY           | 213 East Broadway Street                         | Campbellsville | 42718      | 270-283-4768  |
| Murphy Leday                 | 337-277-4128         | North Lafayette       | LA           | 3215 Louisiana Ave, Suite 105                    | Lafayette      | 70501      | 337-231-0056  |
| Ryan Wiltz                   | 615-754-2547         | CPR New Iberia        | LA           | 607 E. Admiral Doyle Dr                          | New Iberia     | 70560      | 337-364-0704  |
| Scott Deshone & Peter Dvorak | 616-855-1070         | CPR Comstock Park     | MI           | 4036 Alpine Ave.                                 | Comstock Park  | 49321      | 616-719-0329  |
| Abram Osborne                | 218-360-9581         | CPR Grand Rapids      | MN           | 1003 S Pokegama Avenue                           | Grand Rapids   | 55744      | 218-256-8821  |
| Rollie Goulson               | 320-444-6421         | CPR Willmar           | MN           | 1300 5th St. SE Suite A                          | Willmar        | 56201      | 320-444-6421  |
| Mulugheta "Lou" Berhane      | 816-200-9287         | CPR North Kansas City | MO           | 7701 NW Prairie View Rd                          | Kansas City    | 64151      | 816-492-7331  |
| Dave Lowery                  | 503-467-6751         | CPR Jackson           | MS           | 4800 Interstate 55 North Frontage Road, Suite 14 | Jackson        | 39211      | 601-665-4013  |

| Owner                                  | Phone/Contact | CPR Location         | State | Address                           | City         | Zip   | Phone        |
|----------------------------------------|---------------|----------------------|-------|-----------------------------------|--------------|-------|--------------|
| Dave Lowery                            | 601-832-7556  | CPR Clinton MS       | MS    | 323 Highway 80 East – Cedar Place | Clinton      | 39056 | 601-488-4949 |
| Craig Lowe                             | 775-786-2355  | CPR Reno South       | NV    | 175 Damonte Ranch Pkwy, Suite B   | Reno         | 89521 | 775-786-2355 |
| Tim O'Connor                           | 315-456-8258  | CPR Syracuse         | NY    | 145 Marshall St                   | Syracuse     | 13210 | 315-422-4277 |
| Tim O'Connor                           | 315-456-8258  | CPR New Hartford, NY | NY    | 4848 Commercial Dr.               | New Hartford | 13413 | 518-326-5025 |
| Paul and Joe Koors                     | 614-383-7627  | CPR Columbus         | OH    | 1426 N. High St                   | Columbus     | 43201 | 614-291-9191 |
| William Brian Mills                    | 940- 613-7104 | CPR Lawton           | OK    | 1028 NW 38th St.                  | Lawton       | 73505 | 580-574-5612 |
| Mickey Pratt                           | 440-777-0179  | CPR Ponca City       | OK    | 505 B N. 14th Street              | Ponca City   | 74604 | 580-749-5371 |
| Ryan Isbell                            | 971-506-6318  | CPR Lake Oswego      | OR    | 650 N. State St.                  | Lake Oswego  | 97034 | 503-451-3413 |
| Steven Doyle                           | 803-944-7691  | Lexington            | SC    | 5551 Sunset Blvd                  | Lexington    | 29072 | 803-490-2287 |
| Nicole Truman & Rodney Truman          | 843-817-7282  | CPR Mount Pleasant   | SC    | 1485 N Hwy 17 i                   | Mt Pleasant  | 29464 | 843-936-7000 |
| William Kapsidelis                     | 817-874-8168  | CPR Weatherford      | TX    | 220 Adams Dr. STE 230             | Weatherford  | 76086 | 682-262-1799 |
| Robert Robbins                         | 276-275-1952  | CPR Wise             | VA    | 193 Ridgeview Rd SW               | Wise         | 24293 | 276-328-3249 |
| John and Molly Glad                    | 360-265-0718  | CPR Silverdale       | WA    | 10600 Silverdale Way NW, Suite D  | Silverdale   | 98383 | 360-286-2410 |
| Koury Jones<br>(Kathryn Suzanne Jones) | 304-232-1470  | CPR Wheeling         | WV    | 963 National Road                 | Wheeling     | 26003 | 304-232-1470 |

### Not Renewed

| Owner         | Phone/Contact | CPR Location     | State | Address                   | City         | Zip   | Phone        |
|---------------|---------------|------------------|-------|---------------------------|--------------|-------|--------------|
| Brent Belch   | 704-562-6100  | CPR Huntersville | NC    | 16933 Kaufinger St., #170 | Huntersville | 28078 | 704-892-4082 |
| Tony Sexton   | 330-998-2534  | CPR Macedonia    | OH    | 781 East Aurora Road      | Macedonia    | 44056 | 234-808-4392 |
| Joseph Lejano | 757-965-4832  | CPR Hampton      | VA    | 1814 Todds Lane, Suite D  | Hampton      | 23666 | 757-224-0755 |

### Ceased Operations for Other Reasons – Abandoned

| Owner                         | Phone/Contact | CPR Location                   | State | Address                          | City         | Zip   | Phone        |
|-------------------------------|---------------|--------------------------------|-------|----------------------------------|--------------|-------|--------------|
| Christian Espiritu            | 916-534-8495  | CPR Woodland                   | CA    | 1780 E Main St Suite 400         | Woodland     | 95776 | 503-379-2800 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Angola                     | IN    | 1400 N Wayne Street Suite A5     | Angola       | 46703 | 260-243-5172 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Fort Wayne-Southwest       | IN    | 5215 Illinois Rd Suite 105       | Fort Wayne   | 46804 | 260-408-1101 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Ann Arbor                  | MI    | 893 W Eisenhower Pkwy            | Ann Arbor    | 48103 | 734-530-1400 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Grand Rapids East Beltline | MI    | 2747 East Beltline Ave SE        | Kentwood     | 49546 | 616-226-2636 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Grand Rapids-Knapps Corner | MI    | 2121 Celebration Dr NE Suite 350 | Grand Rapids | 49525 | 616-551-3082 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Lansing                    | MI    | 6334 W Saginaw Suite D           | Lansing      | 48917 | 517-322-2510 |
| Scott DeShone & Peter Dvorak  | 616-855-1070  | CPR Muskegon                   | MI    | 5506 S Harvey St Ste 105         | Muskegon     | 49444 | 231-766-7154 |
| Nicholas Brown & Gregg Hammer | 402-618-4420  | CPR Omaha                      | NE    | 3506 N 147th St #103             | Omaha        | 68116 | 402-699-5503 |
| Nicholas Brown & Gregg Hammer | 402-618-4420  | CPR Omaha Central              | NE    | 7918 W Dodge Rd                  | Omaha        | 68114 | 402-934-7755 |
| Stephen Baxley                | 864-303-2002  | CPR Anderson                   | SC    | 3556 Clemson Blvd., Suite 200    | Anderson     | 29621 | 864-222-2202 |
| Stephen Baxley                | 864-303-2002  | CPR Greenville - Woodruff Rd   | SC    | 1618 Woodruff Rd                 | Greenville   | 29607 | 864-234-9669 |
| Stephen Baxley                | 864-303-2002  | CPR Seneca                     | SC    | 162 Bilo Place                   | Seneca       | 29678 | 864-729-4530 |
| John Glad                     | 253-313-0484  | CPR Gig Harbour                | WA    | 6820 #5 Kimball Dr               | Gig Harbor   | 98335 | 360-286-2410 |

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

### Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)

| Former Owner                      | Telephone                          | CPR Location Name                                  | State |
|-----------------------------------|------------------------------------|----------------------------------------------------|-------|
| Michael Henson                    | 858-243-1799                       | CPR San Diego CA - Rancho Peñasquitos Towne Center | CA    |
| Shabir Rupani                     | 936-697-1217                       | CPR Chula Vista CA                                 | CA    |
| Shabir Rupani                     | 936-697-1217                       | CPR San Diego CA - Rancho Peñasquitos Towne Center | CA    |
| Bruce Heffner                     | 916-367-9515                       | CPR Roseville CA                                   | CA    |
| Michael Argenziano                | 352-973-3812                       | CPR Eustis                                         | FL    |
| Toby Paul                         | 727-479-2480                       | CPR Tampa FL                                       | FL    |
| Vince Gioffre & Brett Kern        | V: 513-620-8183<br>B: 316-942-3335 | CPR Florence                                       | KY    |
| John & Diana Fanelli              | 304-916-0105                       | CPR Barboursville                                  | KY    |
| Brent Belch                       | 704-892-4082                       | CPR Charlotte NC - Arboretum                       | NC    |
| John Justin Fanelli & Tate Hartle | 681-207-2392                       | CPR Findlay OH                                     | OH    |
| D. Shane Mericle                  | 512-789-6667                       | CPR The Woodlands                                  | TX    |
| Zahid Naqvi                       | 469-777-4787                       | CPR Little Elm TX                                  | TX    |
| Liberty & Yuliya DeLeon           | 832-387-9254                       | CPR Houston TX - Eldridge Pkwy                     | TX    |
| Liberty & Yuliya DeLeon           | 832-387-9255                       | CPR Houston TX - Windermere Lakes Plaza            | TX    |
| Liberty & Yuliya DeLeon           | 832-387-9256                       | CPR Katy TX - East                                 | TX    |
| Matt Barton                       | 405-326-8115                       | CPR Lubbock South TX                               | TX    |

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

**EXHIBIT H TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**AUDITED BALANCE SHEET OF SOSI CPR LLC AS OF DECEMBER 31, 2024 AND  
DECEMBER 31, 2023, AND THE RELATED STATEMENTS OF OPERATIONS, CHANGES  
IN MEMBER'S EQUITY, AND CASH FLOWS FOR THE YEARS THEN ENDED  
DECEMBER 31, 2024, 2023, AND 2022.**

**SOSI CPR LLC**  
**Consolidated Financial Statements**

As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022.

**SOSI CPR LLC**  
**Index to the Consolidated Financial Statements**  
**As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022.**

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## **Report of Independent Auditors**

To the Board of Directors and Management of SOSI CPR LLC

### ***Opinion***

We have audited the accompanying consolidated financial statements of SOSI CPR LLC and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, of changes in member’s equity and of cash flows for each of the three years in the period ended December 31, 2024, including the related notes (collectively referred to as the “consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended in accordance with accounting principles generally accepted in the United States of America.

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

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the 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 the Company’s ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

### ***Auditors’ Responsibilities for the Audit of the Consolidated Financial Statements***

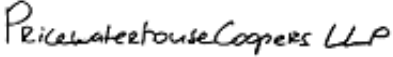
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not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

considered material if 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 US GAAS, 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

  
PricewaterhouseCoopers LLP  
Atlanta, Georgia  
March 21, 2025

# SOSI CPR LLC

## Consolidated Balance Sheets

(amounts in thousands)

|                                                                        | December 31,     |                  |
|------------------------------------------------------------------------|------------------|------------------|
|                                                                        | 2024             | 2023             |
| <b>Assets</b>                                                          |                  |                  |
| Short-term assets                                                      |                  |                  |
| Cash and cash equivalents                                              | \$ 10,179        | \$ 8,562         |
| Accounts receivable, net of allowances of \$42 and \$179, respectively | 990              | 1,104            |
| Accounts receivable, related party                                     | 1,177            | 11               |
| Other short-term assets                                                | 911              | 88               |
| Total short-term assets                                                | <u>13,257</u>    | <u>9,765</u>     |
| Long-term assets                                                       |                  |                  |
| Goodwill and other intangible assets, net                              | 9,071            | 9,727            |
| Other long-term assets                                                 | 1,215            | 795              |
| Total long-term assets                                                 | <u>10,286</u>    | <u>10,522</u>    |
| Total assets                                                           | <u>\$ 23,543</u> | <u>\$ 20,287</u> |
| <b>Liabilities</b>                                                     |                  |                  |
| Short-term liabilities                                                 |                  |                  |
| Accounts payable and accrued expenses                                  | \$ 2,746         | 1,010            |
| Accounts payable and accrued expenses, related party                   | 3,028            | 789              |
| Commissions payable                                                    | 79               | 168              |
| Total short-term liabilities                                           | <u>5,853</u>     | <u>1,967</u>     |
| Long-term liabilities                                                  |                  |                  |
| Deferred revenue                                                       | 613              | 680              |
| Total long-term liabilities                                            | <u>613</u>       | <u>680</u>       |
| Total Liabilities                                                      | <u>6,466</u>     | <u>2,647</u>     |
| <b>Member's Equity</b>                                                 |                  |                  |
| Member's capital                                                       | 26,096           | 25,096           |
| Accumulated deficit                                                    | (9,019)          | (7,456)          |
| Total member's equity                                                  | <u>17,077</u>    | <u>17,640</u>    |
| Total liabilities and member's equity                                  | <u>\$ 23,543</u> | <u>\$ 20,287</u> |

# SOSI CPR LLC

## Consolidated Statements of Operations

(amounts in thousands)

|                                     | Year ended December 31, |            |            |
|-------------------------------------|-------------------------|------------|------------|
|                                     | 2024                    | 2023       | 2022       |
| <b>Revenues</b>                     |                         |            |            |
| Royalty revenue                     | \$ 7,958                | \$ 7,833   | \$ 7,180   |
| Other revenue                       | 3,308                   | 3,762      | 2,861      |
| Total revenues                      | 11,266                  | 11,595     | 10,041     |
| <b>Expenses</b>                     |                         |            |            |
| Commissions expense                 | 1,341                   | 1,465      | 1,472      |
| Cost of repairs                     | 1,248                   | 1,875      | 1,602      |
| Selling and administrative expenses | 9,584                   | 9,650      | 7,567      |
| Amortization of intangible assets   | 656                     | 778        | 845        |
| Total expenses                      | 12,829                  | 13,768     | 11,486     |
| Net loss                            | \$ (1,563)              | \$ (2,173) | \$ (1,445) |

See the accompanying Notes to the Consolidated Financial Statements.

# SOSI CPR LLC

## Consolidated Statements of Changes in Member's Equity

(amounts in thousands)

|                              | Member's<br>Capital | Retained<br>Earnings<br>(Deficit) | Total Member's<br>Equity |
|------------------------------|---------------------|-----------------------------------|--------------------------|
| Balance, December 31, 2021   | \$ 21,000           | \$ (3,838)                        | \$ 17,162                |
| Capital contributions - cash | 1,500               |                                   | 1,500                    |
| Net Loss                     |                     | (1,445)                           | (1,445)                  |
| Balance, December 31, 2022   | <u>\$ 22,500</u>    | <u>\$ (5,283)</u>                 | <u>\$ 17,217</u>         |
| Capital contributions - cash | 3,000               |                                   | 3,000                    |
| Distribution                 | (404)               |                                   | (404)                    |
| Net Loss                     |                     | (2,173)                           | (2,173)                  |
| Balance, December 31, 2023   | <u>\$ 25,096</u>    | <u>\$ (7,456)</u>                 | <u>\$ 17,640</u>         |
| Capital contributions - cash | 1,000               |                                   | 1,000                    |
| Net Loss                     |                     | (1,563)                           | (1,563)                  |
| Balance, December 31, 2024   | <u>\$ 26,096</u>    | <u>\$ (9,019)</u>                 | <u>\$ 17,077</u>         |

See the accompanying Notes to the Consolidated Financial Statements.

# SOSI CPR LLC

## Consolidated Statements of Cash Flows (amounts in thousands)

|                                                                                                  | Year ended December 31, |            |            |
|--------------------------------------------------------------------------------------------------|-------------------------|------------|------------|
|                                                                                                  | 2024                    | 2023       | 2022       |
| <b>Operating activities</b>                                                                      |                         |            |            |
| Net loss                                                                                         | \$ (1,563)              | \$ (2,173) | \$ (1,445) |
| <b>Adjustments to reconcile net loss to net cash provided by (used in) operating activities:</b> |                         |            |            |
| <b>Noncash expenses included in income:</b>                                                      |                         |            |            |
| Depreciation and amortization                                                                    | 661                     | 783        | 856        |
| Bad debt expense                                                                                 | 19                      | 124        | 47         |
| <b>Change in operating assets and liabilities:</b>                                               |                         |            |            |
| Change in accounts receivables                                                                   | 95                      | 875        | (1,057)    |
| Change in accounts receivables, related party                                                    | (1,166)                 | 75         | (55)       |
| Change in other short-term assets                                                                | (823)                   | 154        | (55)       |
| Change in other long-term assets                                                                 | (425)                   | (239)      | 76         |
| Change in accounts payable and accrued expenses                                                  | 1,736                   | 63         | (473)      |
| Change in accounts payable and accrued expenses, related party                                   | 2,239                   | (1,835)    | 145        |
| Change in commissions payable                                                                    | (89)                    | 9          | (44)       |
| Change in deferred revenue                                                                       | (67)                    | (61)       | (93)       |
| Change due to distribution of a subsidiary                                                       | -                       | 253        | -          |
| Net cash provided by (used in) operating activities                                              | 617                     | (1,972)    | (2,098)    |
| <b>Investing Activities</b>                                                                      |                         |            |            |
| Distribution of cash                                                                             |                         | (657)      |            |
| Net cash used in investing activities                                                            |                         | (657)      |            |
| <b>Financing Activities</b>                                                                      |                         |            |            |
| Member cash contributions                                                                        | 1,000                   | 3,000      | 1,500      |
| Net change in cash and cash equivalents                                                          | 1,617                   | 371        | (598)      |
| Cash and cash equivalents at beginning of period                                                 | 8,562                   | 8,191      | 8,789      |
| Cash and cash equivalents at end of period                                                       | \$ 10,179               | \$ 8,562   | \$ 8,191   |

See the accompanying Notes to the Consolidated Financial Statements.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022

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#### (1) Organization and business activities

**Organization** – SOSI CPR LLC (“SOSI CPR” or the “Company”), formed on October 18, 2019 in the State of Delaware, is a wholly owned subsidiary of Service Optimization Solutions, Inc. (“SOSI”), a Florida corporation. SOSI is ultimately wholly owned by Assurant, Inc., a Delaware corporation whose common stock trades on the New York Stock Exchange (“NYSE”) under the symbol AIZ.

SOSI contributed \$8.6 million to the Company, subsequent to its formation in 2019, for the purposes of its initial capitalization. On October 31, 2019, SOSI contributed its 40% interest in MMI-CPR, LLC (“CPR”) to the Company and SOSI CPR acquired the remaining 60% interest in CPR from Merrymeeting, Inc. and HUNIL, LLC for cash consideration of \$8.1 million. On March 12, 2021, SOSI CPR acquired the assets of CPR-Strongsville (“Strongsville”), a corporate franchise store, from Merrymeeting, Inc., for cash consideration of approximately \$55,000. On July 1, 2023, SOSI CPR distributed its shares of Strongsville as a non-cash dividend to SOSI with a net equity impact of \$404,000. Refer to Footnote 2 for additional information.

**Nature of Business** – CPR (doing business as Cell Phone Repair and Computer Troubleshooters) licenses and franchises with independent contractors in the United States and internationally. Cell Phone Repair franchisees operate tablet, laptop, game console, wireless devices, computer and electronic device repair and sales businesses in approximately 445 locations within the United States and Canada. For the years ended December 31, 2023 and 2022, Computer Troubleshooters (“CT”) franchisees operated information technology service offices in approximately 90 locations within the United States and four other countries. As of January 1, 2024, CPR was no longer offering new CT franchises and as of December 31, 2024, has exited from its existing CT franchise arrangements.

#### (2) Summary of significant accounting policies

**Basis of presentation** - The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). Amounts are presented in United States of America (“U.S.”) dollars and all amounts are in thousands, unless otherwise noted.

**Principles of consolidation** - The consolidated financial statements for the years ended December 31, 2024 and 2023 include SOSI CPR and CPR and its wholly owned subsidiary, CPR Training and Repair Systems, LLC. Intercompany accounts and transactions have been eliminated. On February 4, 2025, CPR dissolved CPR Training and Repair Systems, LLC. There was no activity recorded in this entity and, thus, there is no financial impact of this dissolution.

**Distribution of Strongsville equity** - On July 1, 2023, SOSI CPR distributed its shares of Strongsville as a non-cash dividend to SOSI. This distribution included \$661,000 in assets, most of which was cash (\$657,000) and \$257,000 in liabilities for a net equity impact of \$404,000. The Company’s financial statements reflect the transfer as a disposal of long-lived assets between entities under common control whereby the distribution is accounted for at carrying value prospectively.

**Use of estimates** – The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and equity. The Company believes all amounts reported are reasonable and adequate, though actual amounts could differ from those estimates.

## SOSI CPR LLC

### Notes to the Consolidated Financial Statements

As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022

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**Reclassifications** - Certain prior period amounts have been reclassified to conform to the current period presentation.

**Fair value** – The Company uses an exit price for its fair value measurements. An exit price is defined as the amount received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In measuring fair value, the Company gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities and the lowest priority to unobservable inputs.

**Fair value of financial instruments** – The Company's financial instruments include cash and cash equivalents, accounts receivable, and accounts payable. The carrying value of the Company's accounts receivable and accounts payable approximate their fair value due to the short-term nature of these assets and liabilities.

**Cash and cash equivalents** – The Company considers all highly liquid securities and other investments with durations of three months or less between the day of purchase and maturity to be cash equivalents.

**Accounts receivable** – Accounts receivable includes amounts due from franchisees for royalty fees, franchise fees, advertising fees and other services. The Company accounts for credit losses using the expected credit loss model. The allowance for credit losses is generally calculated by aging the receivable balances and applying default factors based on the Company's historical collection data.

Accounts receivable also includes remodel loans issued to the franchisees to assist with purchase of furniture and fixtures. The loan terms are primarily 12 months, except for certain notes issued with terms of 24 months which are classified as long-term assets. The loans are collateralized, as CPR has a right to the assets purchased with the loans, in the event the franchisees are unable to repay the loan.

**Accounts receivable, related party** – Accounts receivable, related party includes amounts due from affiliated entities such as commissions due to the franchisees for affiliated programs sold by the franchise stores and reimbursement for expenses. CPR collects the commission on behalf of the franchisees and then pays the franchisees the amounts due.

**Other short-term assets** – Other short-term assets include certain prepaid expenses and inventory. Prepaid expenses are recognized over the period of benefit associated with the amounts paid. Inventory relates to parts for use in device repairs. Inventory is carried at lower of cost or net realizable value determined on an actual cost on a FIFO basis. Net realizable value is the estimated selling price in the ordinary course of business, less reasonably predictable cost of disposal. The Company reviews its inventory periodically for obsolete or slow-moving items and other indications of impairment based on current market values at each period. This analysis is used to adjust obsolete and other items to the lower of cost or net realizable value.

**Goodwill and other intangible assets** – Goodwill represents the excess of acquisition costs over the net fair value of identifiable assets acquired and liabilities assumed in a business combination. Goodwill is deemed to have an indefinite life and is not amortized, but rather is tested at least annually for impairment. The Company performs the annual goodwill impairment test as of October 1 each year, or more frequently if indicators of impairment exist. Such indicators may include a significant adverse change in legal factors, an adverse action or assessment by a regulator, unanticipated competition, loss of key personnel or a significant decline in the Company's expected future cash flows due to changes in company-specific factors or the broader business climate. The evaluation of such factors requires considerable management judgment. At the time of the annual goodwill test, the Company has the option to first assess qualitative



factors to determine whether it is necessary to perform a quantitative goodwill impairment test. The Company is required to perform an additional quantitative step if it determines qualitatively that it is more likely than not (likelihood of more than 50 percent) that the fair value of the Company is less than the carrying amount, including goodwill. Otherwise, no further testing is required. If the Company determines that it is more likely than not that its fair value is less than the carrying value, or otherwise elects to perform the quantitative testing, the Company compares the estimated fair value with its net book value. If the estimated fair value exceeds its net book value, goodwill is deemed not to be impaired. If the net book value exceeds its estimated fair value, an impairment loss will be recognized for the amount by which the carrying amount exceeds its fair value, not to exceed the carrying amount of goodwill.

The Company performed a quantitative impairment assessment of goodwill as of October 1, 2024 as a single reporting unit that reflects the way in which the Company manages its business or operations.

The following describes the various valuation methodologies used in the quantitative test which were weighted using the Company's judgment as to which were the most representative in determining the estimated fair value of the reporting units.

A Discounted Cashflow Method ("DCF") was used to value the business based on expected free cash flow to the entity discounted to its present value at a rate of return commensurate with the risk associated with realizing that cash flow. Free cash flow to the entity, also known as debt-free cash flows, are those cash flows potentially available for payment to equity holders (in the form of dividends) and debt investors (in the form of principal and interest) after funding the continuing operations of the business enterprise and making necessary capital investments.

A Guideline Company Method, in which we identified a group of peer companies that have similar operations to the Company was used; however, direct peer comparisons for the Company were limited given the business in which the Company operates are generally characterized by mostly private competitors. This method was used to value the Company based upon its relative performance to peer companies, based on price to projected earnings.

While DCF and Guideline Company Method valuation methodologies were considered in assessing fair value, the DCF was weighted more heavily since management believes that expected cash flows are the most important factor in the valuation of a business enterprise, and also considering the lack of directly-comparable peer companies. Based on the quantitative assessment performed as of October 1, 2024, the Company concluded that the estimated fair value of the Company exceeded its book value and therefore determined that the goodwill balance of \$7.8 million was not impaired.

Intangible assets that have finite lives are amortized over their estimated useful lives, based on the pattern in which the intangible asset is consumed, which may be other than straight-line. Estimated useful lives of finite intangible assets are required to be reassessed on at least an annual basis. For intangible assets with finite lives, impairment is recognized if the carrying amount is not recoverable and exceeds the fair value of the intangible asset. Generally, intangible assets with finite lives are only tested for impairment if there are indicators of impairment ("triggers") identified. Triggers include a significant adverse change in the extent, manner or length of time in which the intangible asset is being used or a significant adverse change in legal factors or in the business climate that could affect the value of the other intangible asset. As of December 31, 2024, the Company's intangible assets were \$1.2 million and there were no impairment indicators noted.

**SOSI CPR LLC****Notes to the Consolidated Financial Statements****As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022**

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Total amortization of finite-life intangible assets related to the acquisition was approximately \$656,000 and \$778,000 for the years ended December 31, 2024, and 2023, respectively. At December 31, 2024, the estimated amortization of finite-life intangible assets related to the acquisition for the next five years is as follows:

| <b>Finite Life Intangible Assets</b> |                     |
|--------------------------------------|---------------------|
| <b>Year</b>                          | <b>Amortization</b> |
| 2025                                 | 393                 |
| 2026                                 | 302                 |
| 2027                                 | 231                 |
| 2028                                 | 177                 |
| 2029                                 | 136                 |
| Total                                | <u>\$ 1,239</u>     |

**Other long-term assets** – Other long-term assets include prepaid expenses, property and equipment and deferred commission expense. Prepaid expenses include payments for fixtures for new stores. These prepaid expenses are recognized over the estimated period of benefit associated with the payments which is four years. Property and equipment is reported at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets which range from three to seven years. The Company pays commissions to third parties who identify and secure new franchisees. Such commissions are capitalized and are amortized over the franchise contract period.

**Accounts payable and accrued expenses** – Accounts payable and accrued expenses include warranty claim repair fees and commissions payable to franchisees and amounts due to vendors for advertising and promotional activities under the national advertising fund (“NAF”). Refer to NAF section in Footnote 2 for additional information.

**Accounts payable and accrued expenses, related party** – Accounts payable and accrued expenses, related party primarily include amounts allocated from affiliated entities for audit fees, legal fees, payroll, and other overhead costs. Amounts are expensed as incurred. Refer to Footnote 4 for additional information about the related party transactions with the Company’s affiliated entities.

**Commissions payable** – The Company incurs commission expenses to third parties as referenced above. The unpaid commissions are reflected as commissions payable within the Consolidated Balance Sheets.

**Deferred revenues:** Deferred revenues are recorded when cash payments are received in advance of the satisfaction of performance obligations, primarily related to initial franchise fees. Deferred initial franchise fees primarily relate to amounts received whereby the Company has not completed its franchisee performance obligations, such as those related to store pre-opening services. Deferred revenues also include up-front area development fees that are paid to the Company by third parties for exclusive rights over a multi-year period and early termination fees charged to franchisees closing prior to their agreement expiration which are deferred until collected.

**Revenue recognition**

**Royalty revenue** – The primary source of revenue consists of royalty fees based on the sales of products and services by the franchisees. Royalty revenues are primarily based on a percent of sales and recognized at the time the underlying sales occur.

**Other revenue** – Other revenue includes service revenue, technology fees, initial and renewal franchise fees, area development fees, and other fees related to the sales of software licenses. Service revenues are generated from the refurbishment and repair of devices and recognized upon shipment of refurbished or repaired devices. Service revenues of \$1.9 million, \$2.5 million, and \$2.1 million are included in other revenue in the consolidated statements of operations for the years ended December 31, 2024, 2023, and 2022, respectively.

**Cost of repairs** – Cost of repairs are expenses incurred to refurbish and repair devices that generate service revenues.

**Selling and administrative expenses** – Selling and administrative expenses include expenses allocated by affiliated companies for audit fees, legal fees, payroll and other overhead costs, as well as costs associated with office, professional, advertising, promotional, technology and accrual for expected credit losses. For the year ended December 31, 2022, these also include expenses incurred under a third-party management services agreement for information technology, finance, accounting and other administrative expenses that was discontinued effective June 30, 2022.

**National Advertising Fund** – The Company participates in a national advertising fund with its franchisees established to collect and administer funds contributed for use in advertising and promotional programs, designed to increase sales and enhance the reputation of the Company and its franchisees.

Contributions to the fund are required of the franchisees and are generally based on a percentage of franchisee billings, up to a specified amount. The fund is required to spend all amounts collected on advertising and promotional programs. Amounts due from franchisees or advances the Company makes to the fund are presented within Accounts receivables and amounts due to third parties associated with the advertising and promotional activities, or contributions expected to be used for future advertising or promotional programs, are presented within Accounts payable and accrued expenses. As the contributions to the fund are designated and segregated for advertising and promotion, the Company holds the fund in a separate bank account and acts as an agent for the franchisees with regard to these contributions. Thus, franchisee contributions are not reflected in the Company's Consolidated Statements of Operations.

**Income taxes** - Under U.S. federal and state income tax law, the Company, a single member LLC, is treated as a disregarded entity that is deemed not separate from its member and hence is not a taxable entity. Therefore, no payable or receivable has been established in the consolidated financial statements for income taxes. The member is responsible for reporting the Company's income or loss in its tax return.

**Recent Accounting Pronouncements**

Changes to GAAP are established by the Financial Accounting Standards Board ("FASB") in the form of Accounting Standards Updates ("ASUs") to the FASB Accounting Standards Codification. The Company considers the applicability and impact of all ASUs. There were no ASUs that the Company was required to adopt, effective January 1, 2024, and thereafter. The Company assessed the ASUs with a future adoption date and determined they were not applicable and will not impact the Company's consolidated financial statements.

## **SOSI CPR LLC**

### **Notes to the Consolidated Financial Statements**

**As of and for the years ended December 31, 2024 and 2023, and for the year ended 2022**

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#### **(3) Member's capital**

Member's capital reflects the \$1.5 million cash contribution in December 2022, \$3.0 million cash contribution in June 2023 and the distribution of approximately \$404,000 of the equity in Strongsville and the \$1.0 million cash contribution in May 2024. In order to maintain the highest minimum net worth in all applicable exemption states for the Franchise Disclosure Documents, SOSI CPR must maintain minimum equity of \$15.0 million. All the equity interest in the Company is owned by SOSI, as the sole member.

#### **(4) Related Party Transactions**

The Company has entered into administrative services agreements with its affiliated companies in 2021. Pursuant to these agreements, various administrative, management, and support services are provided to the Company. The expenses related to these administrative, management and support services are allocated to the Company in amounts equal to the direct and indirect costs and expenses incurred in providing these services. Allocated costs include expenses such as audit fees, legal fees, payroll and other overhead costs.

The net amount allocated to the Company pursuant to the intercompany services agreements with its affiliates was approximately \$7.6 million and \$7.8 million for the years ended December 31, 2024, and 2023, respectively. The allocated expenses are included in selling and administrative expenses in the statements of operations. At December 31, 2024, and 2023, the Company reported approximately \$3.0 million and \$789,000, respectively, due to its parent, subsidiaries and affiliates reported in Accounts payable and accrued expenses, related party. At December 31, 2024, the Company reported approximately \$1.2 million due from its parent in Accounts receivable, related party as a chargeback to the parent for expenses.

#### **(5) Commitments and Contingencies**

**Guarantees** - In connection with the acquisition of CPR, SOSI CPR agreed to guarantee the duties and obligations of CPR, under the various franchise agreements and as referenced in its franchise disclosure document.

**Litigation** - The Company may become directly (or indirectly through its affiliates) involved in litigation in the ordinary course of business. The Company may from time to time be subject to a variety of legal and regulatory actions relating to the Company's current and past business operations.

Although the Company cannot predict the outcome of any pending or future litigation, examination or investigation, it is possible that the outcome of such matters could have a material adverse effect on the Company's results of operations or cash flows for an individual reporting period. However, based on currently available information, management does not believe that any pending matters are likely to have a material adverse effect, individually or in aggregate, on the Company's consolidated financial statements.

#### **(6) Subsequent events**

As a result of contractual changes that were entered into in 2025, SOSI CPR will begin reporting in 2025 revenue streams related to platform and carrier fees, as well as the associated expenses, derived from the technology platform services provided to the CPR franchisees, other repair service providers, and affiliated entities.

**EXHIBIT I TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**GUARANTY**

## GUARANTEE OF PERFORMANCE

For value received, SOSI-CPR, LLC, a Delaware limited liability company located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (the "Guarantor"), absolutely and unconditionally guarantees the performance by MMI-CPR, LLC dba Cell Phone Repair, a Delaware limited liability company located at 260 Interstate North Circle, SE, Atlanta, Georgia 30339 (the "Franchisor"), of all of the obligations of Franchisor in accordance with the terms and conditions of the franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2025 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees as amended, modified or extended from time to time. This guarantee continues in full force and effect until all obligations of the Franchisor under its franchise registrations, and Franchise Agreements are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive notice of Franchisor's default. This guarantee is binding on the Guarantor and its successors and assignees.

The Guarantor signs this guarantee at

Leawood, KS, on March 28, 2025  
[city] [state]

### **GUARANTOR:**

**SOSI-CPR, LLC**

By: Shelley Binkley

Name: Shelley Binkley  
Service Optimization Solutions, Inc.

Title: On behalf of SOSI-CPR, LLC

**EXHIBIT J TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**OPERATIONS MANUAL TABLE OF CONTENTS**



CELL PHONE REPAIR

by  ASSURANT®

Rev 25 – May 2024

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# Operations Manual

*You must strictly follow our specifications as outlined in this Operations Manual and any other written materials we provide to you, which we may periodically modify, and may be in print or electronic format ("Manuals"). Any form of the Manuals we make accessible to you will be deemed our Confidential Information. You agree to use them in compliance with the confidentiality restrictions in the Franchise Agreement and maintain their secrecy. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. Any disclosure by you of our Confidential Information in violation of the confidentiality restrictions in the Franchise Agreement may result in the termination of your Franchise Agreement.*



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**EXHIBIT K TO THE  
MMI-CPR, LLC dba Cell Phone Repair  
DISCLOSURE DOCUMENT**

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**RECEIPTS**

## MMI-CPR, LLC dba Cell Phone Repair

### STATE EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

- California: Exempt
- Hawaii: ~~Pending~~[April 4, 2025, as amended](#)
- Illinois: Exempt
- Indiana: Exempt
- Maryland: Exemption ~~Pending~~
- Michigan: March 28, 2025, [as amended August 13, 2025](#)
- Minnesota: ~~Pending~~[April 18, 2025, as amended](#)
- New York: Exempt
- North Dakota: ~~Pending~~[March 28, 2025, as amended August 13, 2025](#)
- Rhode Island: Exemption [ion pending](#)
- South Dakota: ~~Pending~~[March 28, 2025, as amended August 13, 2025](#)
- Virginia: Exempt
- ~~Washington: Pending~~
- Wisconsin: March 28, 2025, [as amended August 14, 2025](#)

In all other states that do not require registration, the effective date of this disclosure document is the issuance date of March 28, 2025, [as amended August 13, 2025](#).

**RECEIPT**  
**(KEEP THIS COPY FOR YOUR RECORDS)**

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 MMI-CPR, LLC dba Cell Phone Repair 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. Under Iowa law, we must give you this Disclosure Document at the earlier of our first personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If MMI-CPR, LLC dba Cell Phone Repair 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 appropriate state agency identified on Exhibit E. See Exhibit E for our registered agents authorized to receive service of process.

Date of Issuance: **March 28, 2025, as amended August 13, 2025**

The franchisor is MMI-CPR, LLC dba Cell Phone Repair, 260 Interstate North Circle, SE, Atlanta, Georgia 30339, (877) 392-6278. The franchise seller for this offering is:

Kyle Opdahl  
MMI-CPR, LLC dba Cell Phone Repair  
260 Interstate North Circle, SE  
Atlanta, Georgia 30339  
**612-408-9762**

Other:

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

Other:

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

I have received a Franchise Disclosure Document dated **March 28, 2025, as amended August 13, 2025**. This Disclosure Document includes the following Exhibits:

|                                                                      |                                                           |
|----------------------------------------------------------------------|-----------------------------------------------------------|
| Ex-A Franchise Agreement with Addenda                                | Ex-D Representation and Acknowledgment Statements         |
| Ex-A-1 GROWTH Addendum                                               | Ex-E List of State Agencies/Agents for Service of Process |
| Ex-A-2 SCP Addendum                                                  | Ex-F List of Current Franchisees                          |
| Ex-A-3 SAVE Addendum                                                 | Ex-G List of Former Franchisees                           |
| Ex-A-4 Agreement for Approved Fixtures, Tools, and Equipment Funding | Ex-H Audited Consolidated Financial Statements            |
| Ex-A-5 Agreement for Approved Fixtures Funding                       | Ex-I Guaranty                                             |
| Ex-B Multi-Store Development Agreement                               | Ex-J Operations Manual Table of Contents                  |
| Ex-C State Addenda and Agreement Riders                              | Ex-K Receipts                                             |

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

Prospective Franchisee/Applicant (please sign): \_\_\_\_\_

Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Spouse of Prospective Franchisee/Applicant (please sign): \_\_\_\_\_

Spouse of Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

**RECEIPT  
(RETURN THIS COPY TO US)**

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Spouse of Prospective Franchisee/Applicant (please sign): \_\_\_\_\_

Spouse of Prospective Franchisee/Applicant (please print): \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

*Type forward slash s forward slash /s/ First Name Last Name (i.e. /s/ John Smith) on the signature line above if you consent to the electronic signing and storing of your signature. By doing so, you are signing the Authorization for Release of Information electronically and agree that your electronic signature is the legal equivalent of your manual signature on the Authorization for Release of Information.*

PLEASE SIGN THIS COPY OF THE RECEIPT, INSERT THE DATE UNDER YOUR SIGNATURE, AND RETURN IT TO: THE LEGAL DEPARTMENT, via email to [Franchise.Compliance@assurant.com](mailto:Franchise.Compliance@assurant.com).