

Item 1. The Franchisor, and Any Parents, Predecessors and Affiliates

Definitions.

To simplify this Franchise Disclosure Document, "We" means **GoliathTech Inc.**, d.b.a. **GoliathTech®**, the franchisor. Sometimes "Our" or "Us" refers to **GoliathTech**, when appropriate. "You" means the person who buys the franchise. If You are a legal entity, "You" includes all owners of any equity interest in the entity. "Licensed Business," means the business You will operate under the Franchise Agreement, selling and installing helical piles (screw piles), operating under Our trade names and trademarks (the "Marks") and following the System. All referenced to "Dollars" in this disclosure document refer to United States Dollars.

Our Parents, Predecessors and Affiliates.

We have no parent. Our predecessor is Les pieux Goliath, a Quebec, Canada corporation, formed on June 15, 2004. Les pieux Goliath was a manufacturer of helical piles. Our predecessor has not offered franchises in this or in any other line of business. The principal address of Our predecessor is 54 Rue Johnson, Sherbrooke, QC, J1J 1T6.

On February 15, 2022, GoliathTech UK Ltd., an affiliate of GoliathTech Inc., was ~~founded~~ established under the laws of England of Wales to offer franchises across the United Kingdom, ~~operating under the laws of England of Wales~~. On March 6, 2024, GoliathTech Europe SRL, another affiliate of GoliathTech Inc., was established ~~in Brussels, under the laws of Belgium,~~ offering to offer franchises across Europe. The principal address of Our affiliates is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada. They ~~do not offer~~ have never offered franchises in any other line of business.

Our Names.

We do business under our corporate name, GoliathTech Inc. dba GoliathTech®. We do not do business under any other name.

Our Address and Agent for Service.

Our principal business address is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, and Toll Free 855-743-4777.

Our Agent for Service of Process in Magog, Quebec is Julian Reusing. Refer to Exhibit F, List of State Administrators and Agents for Service of Process, for information on the Agent for Service of Process in states where we may be registered.

Our Business Form.

GoliathTech Inc. was incorporated on March 22, 2013 as a Quebec, Canada corporation. GoliathTech Inc. acquired all of the assets of Les pieux Goliath, a Canadian corporation in March 2013.

Our Business and Franchises Offered.

Under the franchise We offer, You will operate a business selling and installing helical piles, manufactured by Us. You will provide these services and products operating under the Marks

performance falls below Our standards. We will make any approvals of new vendors or revoke approval of vendors in writing and will incorporate Our decision in the Manual.

During the fiscal year covered by Our last fiscal year that ended on January 31, ~~2023~~2025, neither We nor our affiliate derived any revenue or other material consideration from vendors based on required purchases or leases by franchisees made in accordance with Our specifications. We will derive revenue from the sale of the screw piles and drills to Our franchisees. We may negotiate and receive rebates, discounts, allowances, or other material consideration from certain designated suppliers with whom You do business. We anticipate that such rebates, discounts and allowances may range from zero percent to as high as fifteen percent of the amount of Your purchase of certain items. We expect the amount and availability to vary from time to time based upon factors outside our control. We will retain all such rebates, discounts, and material consideration. We may but are not required to negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. Any rebates obtained by or negotiated by the franchisee may be retained by the franchisee.

Your purchases of goods and services in accordance with specifications will represent approximately 90 to 100% of Your total purchases in connection with establishing Your Licensed Business and approximately 90 to 100% of Your total purchases in connection with operating Your Licensed Business. Since we have not offered franchises prior to the issuance date of this disclosure document, we have not received any revenue or other material consideration from required purchases or leases by franchisees. We are the sole source of supply for the screw piles and drills, however, none of Our officers own an interest in any other approved supplier. We offer no material benefits to franchisees such as renewal or the granting of additional franchises based on a franchisee's purchase of particular products or services or use of particular suppliers. You will purchase helical piles from Us on a regular basis in order to maintain inventory levels.

The Franchisor's revenues from all required purchases and leases for the year ended January 31, 2025, were \$ 12,479,208, representing 90% of Franchisor's total revenues of \$ 13,870,204. No revenues were derived by Franchisor's Affiliates based on Franchisees' required purchases or leases.

You must maintain the following insurance with an insurance carrier that we approve: on an occurrence basis combined single limit coverage of at least \$2,000,000 per occurrence/\$2,000,000 annual aggregate including employer's liability insurance; worker's compensation in such amounts as are required by law. Franchisee shall provide Franchisor with one or more certificates of insurance on an annual basis.

We have the right to make a profit on items You purchase from Us. Any profits would be within the range of standards in the industry for the item(s) in question.

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.

TABLE NO. 2

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

State	Year	Number of Transfers
Alaska	2022	0
	2023	40.33 *
	2024	0
Idaho	2022	1
	2023	0
	2024	0
New Hampshire	2022	0
	2023	1
	2024	0
North Carolina	2022	1
	2023	0
	2024	0
Wyoming	2022	1
	2023	0
	2024	0
Vermont	2022	0
	2023	0
	2024	1
Total	2022	3
	2023	21.33
	2024	1

* [One of our Alaskan franchisees transferred one-third of its territory to our other Alaskan franchisee.](#)

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
TX	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	9	0	0	0	0	12
UT	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
VA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
VT	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	3****	1
WA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
WI	2022	7	0	0	1	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
WY	2022	1	0	0	0	0	1**	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
TOTAL	2022	108	11	8	8	0	2	101
	2023	101	6	2	8	0	0	97
	2024	97	17	1	3	0	3	107

* We previously listed that there ~~is~~ was one unit in Alaska in 2022 and 2023 consisting of one franchise agreement for one-third of a territory and one franchise agreement for two-thirds of a territory with two different franchisees. We are now reporting these franchises as two units.

** We have listed an Idaho unit in 2022 as having ceased operations to reflect that an Idaho franchisee transferred a unit to a new franchisee and the territory of the transferred unit was integrated into the territory of the new franchisee's unit. We have listed a Wyoming unit as having ceased operations in 2022 to reflect that one-half of Wyoming was transferred to an existing franchisee in Utah and the other half was transferred to an existing franchisee in Idaho. In both

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 1 of the Disclosure Document is amended by deleting the following: You should investigate these laws and regulations before you purchase a franchise. You are solely responsible for complying with all laws and regulations that may impact the operation of the Licensed Business.

Item 7 of the Disclosure Document is amended by deleting the following: You should check with Your attorney, accountant, and other professional advisors to determine the actual range of fees before signing the Franchise Agreement.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

If you are a resident of Maryland or Your Licensed Business will be in Maryland, You will not pay Your Initial Fee or any other money to Us until Your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly.

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Article 19 of the Franchise Agreement is amended to provide as follows: Any lawsuit permitted under this Article shall be brought in the federal or state courts located in the State of Maryland. Item 17 is hereby amended by adding the identical language in the "summary" column of line v.

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.

On the basis of the financial information submitted, all fees shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Minnesota Addendum (Applies only to Minnesota franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement

EXHIBIT K TO THE DISCLOSURE DOCUMENT

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

If GoliathTech Inc. 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.

[New York requires that We give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan 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 GoliathTech Inc. 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington DC 20580 and the state agencies listed in Exhibit F.

The Issuance Date of this Franchise Disclosure Document is April 30, 2025.

The Franchisor is GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, Toll Free 855-743-4777.

The franchise sellers for this offering are: Julian Reusing, Sophie Cote, Michael Coyle, Ian Mckay, James Buzzell Lana Poulin and _____; 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada and Toll Free 855-743-4777.

I have received a Franchise Disclosure Document dated April 30, 2025. This disclosure document included the following Exhibits:

- Exhibit A - Financial Statements
- Exhibit B - Franchise Agreement, with:
 - Addendum A, Location of Licensed Business
 - Addendum B, Territory
 - Addendum C, Assignment of Telephone Number
 - Addendum D, Personal Guaranty
 - Addendum E, Trade Secrets & Confidentiality Agreement
 - Addendum F, Mutual Termination and Release Agreement
- Exhibit C - State Law Addendum to Franchise Agreement
- Exhibit D - List of Current and Former Licensees
- Exhibit E - Operations Manuals - Table of Contents
- Exhibit F - List of State Administrators and Agents for Service of Process
- Exhibit G - State Law Addendum
- Exhibit H - Application for Franchise
- Exhibit I - Statement of Prospective Franchisee
- Exhibit J - Small Business Administration Franchise Agreement Addendum
- Exhibit K - Receipt for Franchise Disclosure Document

DATED: _____

By: _____

Print Name: _____

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

If GoliathTech Inc. 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.

[New York requires that We give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan 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 GoliathTech Inc. 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 F.

The Issuance Date of this Franchise Disclosure Document is April 30, 2025.

The Franchisor is GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada, Toll Free 855-743-4777.

The franchise sellers for this offering are: Julian Reusing, Sophie Cote, Michael Coyle, Ian Mckay, James Buzzell Lana Poulin and _____; 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada and Toll Free 855-743-4777.

I have received a Franchise Disclosure Document dated April 30, 2025. This disclosure document included the following Exhibits:

- Exhibit A - Financial Statements
- Exhibit B - Franchise Agreement, with:
 - Addendum A, Location of Licensed Business
 - Addendum B, Territory
 - Addendum C, Assignment of Telephone Number
 - Addendum D, Personal Guaranty
 - Addendum E, Trade Secrets & Confidentiality Agreement
 - Addendum F, Mutual Termination and Release Agreement
- Exhibit C - State Law Addendum to Franchise Agreement
- Exhibit D - List of Current and Former Licensees
- Exhibit E - Operations Manuals - Table of Contents
- Exhibit F - List of State Administrators and Agents for Service of Process
- Exhibit G - State Law Addendum
- Exhibit H - Application for Franchise
- Exhibit I - Statement of Prospective Franchisee
- Exhibit J - Small Business Administration Franchise Agreement Addendum
- Exhibit K - Receipt for Franchise Disclosure Document

DATED: _____

By: _____

Print

Name: _____