



## FRANCHISE DISCLOSURE DOCUMENT

**GOLIATHTECH INC.  
A CANADIAN CORPORATION**

**GOLIATHTECH®**

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Magog, Quebec, J1X 7L1, Canada  
819-843-4777

Toll Free: 855-743-4777

[www.goliathtechcorp.com](http://www.goliathtechcorp.com) [www.goliathtechcorp.com](http://www.goliathtechcorp.com)

You will operate a business selling and installing helical piles (screw piles) under the tradename GoliathTech® (the “System”).

The total investment necessary to begin operation of a GoliathTech franchised business is from \$100,000 USD to \$244,000 USD. This includes ~~\$60,600~~ [60,693.60](#) TO ~~\$64,500~~ [64,687.20](#) USD that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate 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 Administration Department at 477 boulevard Poirier, Magog, Quebec, J1X7L1, Canada, or [franchise@goliathtechcorp.com](mailto:franchise@goliathtechcorp.com).

The terms of your contract govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read Your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on -franchising, such as “*A Consumer's Guide to Buying a Franchise*”, which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at: 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, 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: ~~May 6~~ [April 30, 2024](#) [2025](#)**

## How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in item 20 or Exhibit D.
<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 A 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 GOLIATHTECH 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 GOLIATHTECH franchisee?</b>	Item 20 or Exhibit D lists 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.

## Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Quebec, Canada. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Quebec, Canada than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor its affiliates, or suppliers that the Franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Financial Condition.** The ~~franchisors~~[franchisor's](#) financial condition, as reflected in financial statements (see Item 21), calls into question the franchisor's ability to remain in business. This means that the franchisor may not have the financial ability to provide services to support you.
4. **Inventory Control.** You must make inventory and supply purchases of at least \$15,000 to \$50,000 even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.

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

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### EXHIBITS:

- A - Financial Statements
- B - Franchise Agreement
- C - State Law Addendum to Franchise Agreement
- D - List of Current and Former Licensees
- E - Operations Manuals - Table of Contents
- F - List of State Administrators and Agents for Service of Process
- G - State Law Addendum
- H - Application for Franchise
- I - Statement of Prospective Franchisee
- J - Small Business Administration Franchise Agreement Addendum
- K - Receipts for Franchise Disclosure Document

## 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. ~~Our affiliate is-~~

~~On February 15, 2022, GoliathTech UK Ltd., a company incorporated and registered in England and Wales on February 15, 2022 an affiliate of GoliathTech Inc., was founded 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, Belgium, offering franchises across Europe.~~ The principal address of Our ~~affiliate~~ affiliates is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada. ~~Our affiliate has offered franchises of the type we offer in the United Kingdom and Europe since February 2022. It does~~ They do not offer 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 and using the System. You may operate the franchised business as an add-on to Your current business, or You may operate the franchised business as a stand-alone. You may only offer Our helical piles and support system and no other competing products or support systems in your franchised business.

The market for your products and services is the commercial and residential construction industry and is well established and very competitive. Your Licensed Business may operate in close proximity to major competitors, which include franchised and non-franchised businesses. Some competitors will offer many goods and services that are the same as or similar to those You offer. The business is generally not seasonal, however in certain colder geographic areas, sales may be negatively impacted during cold weather conditions.

Franchisees will market and operate their businesses under our name, "GoliathTech®". Franchisees will utilize our approved methods of operation, which are spelled out in our Operations Manual.

You, the prospective purchaser, must complete an application, a written personality profile assessment and receive our Franchise Disclosure Document ("FDD"). ~~The application and the receipt for the FDD must be signed by You and, if applicable, Your spouse or business partner.~~

## **Prior Business Experience.**

GoliathTech Inc. is the sole manufacturer of the helical piles which Our franchisees will sell and install to its customers. We have no business activities other than the offering of and support of GoliathTech franchised businesses, manufacturing helical piles and providing foundation and stabilization products and operational support to GoliathTech franchisees. We have not conducted any other business activities or offered franchises other than those offered in this disclosure document. We have never conducted a business of the type to be operated by the franchisee, however we have manufactured helical support piles since our inception in 2013. We have offered franchises substantially similar to the type offered in this disclosure document since 2013.

## **Laws Affecting Your Licensed Business.**

You must comply with all laws and regulations that apply to business in general. You will need to obtain, as required by local or state law and regulations, the necessary licenses from the proper licensing agencies. We are not aware of any other laws or regulations that specifically apply to the Franchised Business. You should investigate these laws and regulations before you purchase a franchise. You are solely responsible for complying with all laws and regulations that [my may](#) impact the operation of the Licensed Business.

## **Item 2. Business Experience**

**Director, President and Chief Executive Officer - Julian Reusing**  
GoliathTech Inc. April 2013 to present (Magog, Quebec, Canada)

### **VP of Manufacturing Operations – Jacquelin Guillette**

GoliathTech Inc. August 2021 to present (Magog, Quebec, Canada)

Regional Director of ~~Aim~~ American Iron & Metal (AIM) February 2021 to August 2021 (Montreal, Quebec, Canada)

Executive Director of Bourque Metal ~~September 2020 to February~~ August 2019 to May 2021 (Cowansville, Quebec, Canada)

Director of ~~Production -~~ GoliathTech Inc. October 2013 to ~~September 2020~~ August 2019 (Magog, Quebec, Canada)

### **~~VP~~ Director of Finance – ~~Sylvie Jubinville~~ Isabelle Laporte**

GoliathTech Inc. October 2024 to present (Magog, Québec, Canada)

Director Finance of Tekna April 2023 to April 2024 (Sherbrooke, Quebec, Canada)

Director Finance of Niedner August 2000 to March 2022 (Coaticook, Quebec, Canada)

### **Director of Franchise Development – Todd Mounsey**

GoliathTech Inc. October 2024 to present (Magog, Québec, Canada)

Owner - Self Employed 1986 to October 2024 (Richmond Hill, Ontario, Canada)

### **Director of Engineering Services – Lana Poulin**

GoliathTech Inc. ~~September 2022~~ October 2013 to present (Magog, ~~Quebec~~ Québec, Canada)

~~Controller of C. Rouleau Granit Inc. January 2009 to September 2022 (Stanstead, Quebec, Canada)~~

### **Franchisee Legal Affairs and Compliance – Lynn Pitzul**

GoliathTech Inc. October 2017 to present (Magog, Quebec, Canada)

### **Marketing Manager – Valerie Boutin**

GoliathTech Inc. April 2014 to present (Magog, Quebec, Canada)

### **Technical Specialist – James Buzzell**

GoliathTech Inc. March 2018 to present (Magog, Quebec, Canada)

## **Item 3. Litigation**

No litigation is required to be disclosed in this Item.

## **Item 4. Bankruptcy**

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

## **Item 5. Initial Fees**

### **Initial Fee.**

The Initial Fee for the GoliathTech franchise is \$49,500 USD. The Initial Fee for the second and subsequent territories purchased is \$37,125 USD.

The Initial Franchise Fee is uniform. The initial franchise fee is payable in full, in cash, upon signing the Agreement. The initial franchise fee is ~~non-refundable~~not refundable under any circumstances.

**Training Fee.**

If you wish to send more than 5 people to Our Initial Training Program, You must pay a training fee of \$500 USD per person per day for each additional attendee. The additional training fee is uniform. The additional training fee is non-refundable under any circumstances. Typically, franchisees bring 2 people to training, so it is unlikely that you will pay this fee. The range for this fee is \$0 to \$500.

**Starter Equipment Package.**

You must also purchase the starter equipment package from us for approximately \$11,100 to \$15,000 USD prior to the opening of the franchised business. The starter equipment package varies depending on whether you already possess certain tools, equipment, etc. The cost of the equipment starter kit is not refundable under any circumstances.

**Email Address Fee**

You must purchase from us a GoliathTechpiles.com email address for each Territory you operate. Exceptions may apply should you own several Territories within one State. The applicable Fee is ~~approximately \$100~~93.60 per email address created and will be pro-rated for your first year and is also payable to us in February of each subsequent Year. This fee is subject to adjustment based on third party pricing. The email address fee is non-refundable under any circumstances. Typically, franchisees buy 1 or 2 territories and have one email address per territory, so the range for this fee is \$93.60 to \$187.20.

**Veteran’s Discount.**

For qualified individuals who were honorably discharged from any branch of the United States Military we offer a \$3,000 USD inventory credit on your first Franchise Agreement for your first territory. This discount must be requested at the time of your initial franchise application and requires documented military service.

**Item 6. Other Fees**

Type of fee	Amount	Due Date	Remarks
Royalty Fee <sup>1</sup>	\$0.00	n/a	There is no Royalty Fee.

Type of fee	Amount	Due Date	Remarks
	expenses for You or any employees.		
<b>Subscription Services</b> See Note C	Fee based on number of jobs per month	Paid per month or annually	This Fee is for access to GoliathTech's mandatory operational platform offered through CodeSwyft.

1. These fees are uniformly imposed by and are payable to Us. All fees are non-refundable and are uniformly imposed.
2. All references to "Dollars" in this Disclosure Document means U.S. Dollars.

### Notes Regarding Other Fees:

#### Note A. Marketing Fee.

You will pay a Marketing Fee per invoice of products purchased. We may require You to pay Marketing Fees by check, pre-authorized check, electronic funds transfer or similar mechanism. Marketing Fees are in addition to Your local marketing obligation. We may, upon notice, require You to pay Your Marketing Fees on a different periodic basis.

#### Note B. Additional Training Expense.

Your Manager and up to four employees must complete the initial training (cost included in the Initial Fee for the first five persons trained). In all cases, You are solely responsible for all salaries, benefits, and travel-related expenses for trainees.

We may require You and/or Your Manager(s) to attend additional free training at a location We determine. You are solely responsible for all salaries, benefits and travel-related expenses of trainees.

Upon your request and subject to the availability of our personnel we may send trainers to Your site for additional training. You will be responsible for all travel-related expenses of the trainer. The fee shall be \$500 per day per group trained.

We may provide or make available training materials and equipment for You or Your employees and may charge a fee which will not exceed Our costs of production. All training materials are proprietary to us and may contain our Trade Secrets. You must require any of Your employees to successfully complete any training program(s) if We designate them as mandatory.

#### Note C. Subscription Services

The activities of the entire franchise chain are managed on one exclusive operational platform named 'Fielder' and is accessible by means of a subscription service offered by CodeSwyft LLC. Fielder is ~~a requirement and~~ [recommended as](#) a part of the GoliathTech System. Pricing is based on number of monthly jobs as shown in chart below.

Fielder	Level 1	Level 2	Level 3	Level 4
	("Upstart")	("Rising Star")	("Visionary")	("Titan")
Price per month (when paid annually)	\$99	\$149	\$249	\$349
Price per month (when paid monthly)	\$129	\$189	\$319	\$439
Jobs per month	30	90	180	360
Rough avg per-job rate	\$3.30	\$1.66	\$1.38	\$0.97
Initial cost (when paying annually)	\$1,188	\$1,788	\$2,988	\$4,188

Although we do not currently own any outlets, if we did and an outlet was part of a franchisee cooperative, we would not have controlling voting power over any fee imposed on franchisees by the franchisee cooperative. This is because all members of a franchisee cooperative must agree to the imposition of any fee by the franchisee cooperative

### Item 7. Estimated Initial Investment

#### YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Fee (Note A)	\$49,500 - \$49,500	Lump Sum	No sooner than 7 days after We approve application	GoliathTech Inc.
Travel & Living Expenses While Attending Initial Training	\$1,000 - \$5,000	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Real Estate Rental & Deposits (3 months)	\$1,000 - \$5,000	As Incurred	As Arranged	Vendors, Utility Companies
Equipment & Product Inventory (includes the starter equipment package) (Note B)	\$30,000-\$76,500	As Incurred	As Arranged	Vendors, Leasing Companies or Lender, GoliathTech, Inc.
Vehicle (Note C)	\$0 - \$65,000	As Arranged	As Arranged	Vendor, Leasing Company or Lender
Computer, Software &	\$2,000 -	As Arranged	As Arranged	GoliathTech Inc.,

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Subscription Services	\$7,000			Vendors, Software, Leasing Companies or Lender
Advertising (3 months) (Note D)	\$500 - \$1,000	As Arranged; See Item 6.	As Arranged; See Item 6.	GoliathTech Inc., Advertising Media Vendors
Professional Fees (Note E)	\$1,000 - \$5,000	As Incurred	As Incurred	Attorney & Accountant
Miscellaneous Opening Costs (Note F)	\$5,000 - \$10,000	As Incurred	As Incurred	Goliath Tech Inc., Vendors, Suppliers, Utilities, Tradesmen, Deposits etc.
Additional Funds (3 months) (Note G)	\$10,000 - \$20,000	As Incurred	As Incurred	Employees,  Vendors, Utilities, Taxing Agencies, etc.
<b>Total</b>	<b>\$100,000 - \$244,000</b>			

other products used in the installation of the piles that You must sell and install in your franchised business. Our product list is lengthy and will be disclosed to You upon request, prior to the signing of the Franchise Agreement. You are restricted from purchasing any of the products We manufacture from any other supplier. As to other equipment, supplies and inventory, You may purchase them from the vendor(s) of Your choice, but the item(s) must meet Our specifications. We issue specifications in writing and incorporate them in the Manual. These specifications include quality, accuracy, preparation, installation, application, delivery, performance, design, brands, model, part numbers and appearance. In some instances, You must purchase items that comply with Our reasonable subjective determination of whether they meet the standards and comport with the GoliathTech image. If We have not provided specifications, You may purchase any items that reasonably meet the requirements of the Licensed Business.

In some locations, We will offer franchised GoliathTech businesses on a fully equipped basis only. In that case, You must purchase the equipment and the initial inventory from Us or an approved vendor. As of the date of this disclosure document we have not offered units on a fully equipped basis, and We have no plan to do so in the immediate future.

You must purchase from Us or a vendor We approve all items used to start or operate Your business that contain or bear the Marks. We or our designated vendor(s) will make a wholesale profit consistent with industry standards. All items that You purchase from approved suppliers must meet Our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, You must purchase the signs used to identify the Licensed Business(s) and Premises from a vendor We approve.

We require You to purchase or lease certain computer equipment and software that meets Our specifications.

We publish a list of approved vendors and order procedures in the Manual. We will approve other vendors (for products other than those products for which we are the sole approved supplier) if You request it in writing or if a vendor requests it and if the vendor demonstrates to Our satisfaction that it is financially stable and can provide product(s) or service(s) that meet Our specifications and that are consistent with Our image. We will not charge a fee to evaluate a proposed vendor. We will give You a good faith estimate of our cost of evaluating a proposed vendor within a reasonable time after You make the request, but before We begin the evaluation process. We will make Our decision within sixty days. If no decision is made within sixty days, We reserve the right to disapprove any previously approved vendor whose 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, ~~2022~~2023, 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, ~~2024~~2025, were \$ ~~11,776,669~~12,479,208, representing ~~92,790~~% of Franchisor’s total revenues of \$ ~~12,702,937~~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.**

Obligation	Section in Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Articles 1, 6	Item 11
b. Pre-opening purchases/leases	Articles 1, 6, 7 & 8	Items 7 & 8
c. Site development and other pre-opening requirements	Articles 6 & 7	Items 7 & 11
d. Initial and ongoing training	Articles 1, 4, 5, 7, 11 & 20	Item 11

We will not account for the Marketing Fund separately from our other funds and We will not maintain a separate account for the Fund and will not use the Marketing Fund for any of our general operating expenses, except to compensate the reasonable salaries, administrative costs, travel expenses and overhead We incur in administering the Marketing Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials, and collecting and accounting for Marketing Fund contributions. The Marketing Fund is not a trust, and We do not owe You fiduciary obligations because of our maintaining, directing, or administering the Marketing Fund or any other reason. We will not use Marketing Fund contributions for advertising that is principally a solicitation for the sale of franchises except that in certain ads with available space, we may insert certain language as to the availability of franchise opportunities. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund contributions in that year; borrow from us or others to cover deficits or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Marketing Fund's other assets. We will not prepare an annual audited statement of Marketing Fund collections and expenses, but We will provide You a summary of collections and expenses upon Your written request. We may incorporate the Marketing Fund or operate it through a separate entity whenever We deem appropriate.

We intend the Marketing Fund to maximize recognition of Our Marks. Although We will try to use the Marketing Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Businesses in the System, We need not ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to the Marketing Fund contributions by GoliathTech businesses operating in that geographic area or that any GoliathTech Business benefit directly or in proportion to its Marketing Fund contribution from the development or placement of advertising and marketing materials. We may forgive, waive, settle and compromise all claims by or against the Marketing Fund. We assume no direct or indirect liability or obligation to You for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce the Marketing Fund contributions of a GoliathTech Business and, upon thirty (30) days' prior written notice, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If We terminate the Marketing Fund, We will distribute all unspent monies to all GoliathTech Businesses (whether franchised or operated by Us) in proportion to their respective Marketing Fund contributions during the preceding twelve (12) month period.

We are not obligated to expend the Marketing Fee or placement of advertising in Your territory, or to ensure that Your franchise business benefits directly or pro-rata from marketing fee expenditures. We will not use the Marketing Fee for creating or placing any advertisements that is principally a solicitation for new franchisees, but may include in our advertising prepared using marketing fee (including Internet advertising) information concerning franchise opportunities and a portion of the Marketing Fee may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries submitted by franchise candidates. [We may raise or reduce or discontinue the 6% Marketing Fee, or any other marketing fee, at any time and may, thereafter, reinstate it upon a new thirty-day notice.](#)

During our most recently concluded fiscal year, January 31, ~~2024~~2025, We collected Marketing Fees of \$~~556,963~~575,936 from franchisees. We expended \$~~527,137~~560,088. The funds were spent as follows:

Paid ads (Google, Facebook, LinkedIn, etc)	35%
Marketing management software	<del>3</del> <u>1</u> %
Marketing administration	<del>9</del> <u>10</u> %
Marketing agency	<del>46</del> <u>24</u> %
Social Media (influencer collaborations/visibility/advertisement)	<del>28</del> <u>11</u> %
<u>Video Production</u>	<u>1</u> %
<del>Video Production</del> <u>Magazine ads</u>	2%
<del>Magazine ads</del> <u>Trade shows</u>	<del>7</del> <u>16</u> %

There is a balance of \$~~29,826~~15,848. This amount will be paid to us as a reimbursement for Marketing Fund over expenditures from previous years that were funded by us. There remains a Marketing Fund over expenditure of \$~~200,875~~172,105 that remains owing to us.

You may not engage in sales through alternative distribution channels or the Internet without Our prior written approval. We are not required to give You such approval. (Franchise Agreement – Article 1)

We currently do not have an advisory council composed of franchisees that advises us on advertising policies. If We form or approve an advisory council, You must participate. Any advisory council would not have decision-making power. It would be advisory only. We have the right to form, change or dissolve any advisory council. The franchisor is not required to spend any amount on advertising in the franchisee’s territory or marketing area.

**Advertising Cooperative.**

If at any time, there are two or more GoliathTech franchisees within a marketing area You may form a local marketing cooperative. We will decide and may modify the size and location of any marketing area. A local marketing cooperative, by a majority vote, may assess additional local and cooperative Marketing Fees and You must pay them. A local marketing cooperative may not assess additional Marketing Fees in an amount greater than one percent of Gross Revenues unless all members of the cooperative agree. Except for these guidelines, and subject to any rules or recommendations We may adopt, each local marketing cooperative will be autonomous, making its own rules and procedures and administering its own funds. We will collect regional cooperative marketing fees for marketing cooperatives, if applicable. Franchisees are not required to participate in any local or regional marketing cooperatives.

**Local Marketing.**

You must spend an amount equal to 3% of Your Gross Revenues for marketing in your Territory.

**Internet/Social Media Activities.**

You may operate your Franchised Business from premises that you own or lease. You are not required to locate your business within your Territory. We will not unreasonably withhold our consent to your proposed location, but we will not provide any direct site selection assistance to you and we will not review your lease. We do not provide any assistance to you with the construction, remodeling, or review of your plans for the construction or remodeling of the proposed site. The factors that we will consider in approving your site include (i) whether the proposed location has sufficient space for your business including adequate storage for tools, equipment and inventory; (ii) whether the proposed site has sufficient capacity for telephone and data lines; and (iii) whether the proposed site is consistent with our System standards as those standards may be modified from time to time.

### **Time To Open.**

The typical length of time between when You sign the Agreement or pay the initial franchise fee and the time when Your Licensed Business opens will generally be 2 to 3 months. You must open the Licensed Business within four (4) months of the signing of the Franchise Agreement, or We may terminate the Agreement. The factors affecting this length of time include the time necessary for You to obtain Premises and equipment, obtain required licenses, schedule Your initial training, and hire and train any employees. There may be unusual circumstances in which, because of delays and other events beyond Our control it takes longer than three months. On the other hand, it could be less than two months. We cannot predict the time it may take for you to obtain the licenses and permits that may be required by your state, city, or local government.

### **Item 12. Territory**

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control.

We will grant You a protected geographic territory ("Territory") which We will describe in Addendum B to the Franchise Agreement. A Territory is determined based on various factors, including Market Studies, which estimate the potential volume of screw piles for various applications and building types. The Territory is defined by towns, cities, zip codes, or other geographic boundaries. The geographic area will include addresses, excluding high-rises, of approximately 240,000 to 360,000 households. We may make exceptions in certain circumstances, e.g. if the Territory would be geographically too large and could not be serviced efficiently by the franchisee. If so, the product purchase obligation would be adjusted accordingly. If You are not in breach of the Agreement and except as provided below, We will not locate or open a competitive business under the Marks and using the System in Your Territory, either company-owned or franchised, during the term of the Agreement.

We will not solicit or accept orders from customers inside Your Territory except as provided below and with the exception of national or regional customers such as modular and manufactured home builders ("Modular or Manufactured Home Builders"), [and all their divisions and subsidiaries](#), to which we have the right to solicit and sell products, all without compensation to Franchisees within whose Territory such a customer is located or does business. You may not solicit business from our national and regional customers without our express written consent, which we may grant or withhold at our sole discretion. [If You are not able to perform a project in Your Territory for any reason, including because of a conflict of](#)

interest or because You fail to respond to a customer requesting a quotation, We may assign the project to another franchisee, who may bid on and complete the project in Your Territory.

We have also established a program in which We will directly invoice modular and manufactured home installers (“MHI”s) in Your Territory who will purchase product directly from Us. Franchisee can identify MHIs in its Territory and present the potential MHI to Us for our evaluation as a participant in the program. We refer to this program as the “MHI Program.” Franchisor will provide direct administrative support, invoicing, shipping, engineering, collections, financing and other required support directly to the MHI. Franchisor will ship products directly to the MHI customer. Franchisee will be paid a commission based on Our directly invoiced sales to the MHI in Your Territory for installation that occur inside your physical territory only. The commission that will be paid is equal to the difference in the Franchisee’s cost of product on Franchisor’s most recent price list and the MHI purchase price as determined by Us. Franchisee may continue to perform modular and manufactured home installations inside the Territory you own but franchisee may not sell product directly to an MHI that is part of Our MHI.

We may acquire, whether through acquisition of assets or ownership interests, merger or otherwise (regardless of the form of transaction), other businesses that compete with You in Your Territory. Once acquired, We may continue to operate these businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in Your Territory. We may operate the competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or Your Licensed Business may be re-branded under the marks of the competitive business.

We may be acquired, whether through acquisition of assets, ownership interests, merger or otherwise (regardless of the form of transaction), by a business that competes with You in Your Territory. Once acquired, the acquiror may continue to operate its competitive businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in Your Territory. Acquiror may operate its competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under marks of a competitive business.

You may locate the Franchised Business at any location which may be within or outside of Your Territory. You may relocate the Franchised Business with Our prior approval. You may not operate outside of Your Territory. However, if a neighboring Territory is not licensed to another franchisee, You may operate in that Territory until it is franchised to a Licensee. You may not use other channels of distribution, such as the internet, catalogue sales, telemarketing or other direct marketing, to make sales outside of Your territory. We do not grant You with any options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories except as set forth in this Item.

Except as described above, We and Our affiliate(s) will not establish other franchised or company- owned businesses within Your Territory using the Mark or under a different trademark. Neither We or Our Affiliate has used or reserves the right to use other channels of distribution, such as the Internet, catalogue sales, telemarketing, or other direct marketing, to make sales within Your Territory of products or services under Our principal trademark or under

different trademarks different from the ones You will use under the Franchise Agreement. Your continued Territory rights are affected by Your market penetration.

We may terminate Your Franchise Agreement if you fail to meet the following required minimum purchases of Franchisor manufactured products in any given year for each franchise territory you own. Each year below refers to the 12-month period that begins on the date You and We sign the Franchise Agreement.

**Minimum Required Yearly Purchases of Franchisor’s Manufactured Products**

- Year 1 - \$15,000
- Year 2 - \$25,000
- Year 3 - \$35,000
- Year 4 - \$45,000
- Year 5 - \$50,000

(10% yearly incremental increase of the then-current franchise agreement after Year 5)

In the event of the assignment of the Franchise Agreement, the assignee assumes the assignor’s Minimum Purchase Requirement at the time of the assignment.

If You are in full compliance with the Agreement and with the Manual, We may permit You to acquire additional territories, although we are not required to do so.

The price of an additional territory is \$37,125. The purchase price for the additional territory is payable in full upon signature of a new franchise agreement for the additional territory.

**Item 13. Trademarks**

GoliathTech Inc. has obtained Principal Register federal registration or filed an application for registration for the following marks:

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Application Number- Application Date</u>	<u>Registration/Filing Date</u>	<u>Renewal- Date Status</u>
GOLIATHTEC H	5,760,127	<a href="#">86/298,133</a>	May 28, 2019	<del>May 28, 2024</del> <a href="#">REGIS TERED</a>
GOLIATHTEC H	5,045,694	<a href="#">86/978,707</a>	September 20, 2016	<del>September 20, 2025</del> <a href="#">REGIS TERED</a>
GOLIATHTEC H	7,046,767	<a href="#">97/283,244</a>	May 9, 2023	<del>May 9, 2028</del> <a href="#">REGIS TERED</a>

<u>Trademark</u>	<u>Registration Number</u>	<u>Serial Application Number-Application Date</u>	<u>Registration/Filing Date</u>	<u>Renewal Date Status</u>
GOLIATHTECH PRESTIGE	<u>7,764,421</u>	79/389,581	<del>January 12, 2024</del> <u>April 22, 2025</u>	<u>REGISTERED</u>
GOLIATHTECH VENTURA	<u>7,764,440</u>	79/390,518	<del>January 12, 2024</del> <u>April 22, 2025</u>	<u>REGISTERED</u>

~~As noted above, we do not have federal registrations for two of our principal trademarks. Therefore, these principal trademarks do not have many legal benefits and rights as a federally registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

No affidavits are currently due. We are not aware of any opposition to our registrations, and none have been filed with the United States Patent and Trademark Office.

No trademarks have been renewed.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending infringement, opposition or cancellation proceedings. There are no currently effective agreements that significantly limit the franchisor's right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

You must inform Us if You become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without Our prior written approval. We may take whatever action We deem appropriate to protect or defend the Marks or System, but the Franchise Agreement does not require us to defend or indemnify You or take any action in the event of a trademark infringement claim is asserted against You.

If a third party sues You claiming that You are infringing the trademark or trade name of the third party by using the Marks, You must inform Us immediately. We will indemnify You as to that claim only and have the right to control the litigation or administrative proceedings.

It may become necessary in Our sole discretion, because of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, to change, modify, or discontinue the Marks. In that event, You must immediately adopt the new or revised Marks and Our maximum liability, including for any purported goodwill, is to reimburse You for the actual out-of-pocket costs of changing the principal signs identifying Your Premises.

We are not aware of any superior prior rights or infringing uses that could materially affect Your use of the Marks in the state where the franchise will be located.

	Provision	Section in Franchise Agreement	Summary
			business of offering or supporting franchises that engage in the business of the sale or installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You, within the Franchisee's Territory or former Territory or within a 25-mile radius of the Territory (subject to state law).
s.	Modification of the agreement	Article 20	Only by written agreement, We may modify Manual at any time.
t.	Integration/merger clause	<del>Article 20</del> <a href="#">Section 20.12</a>	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Article 18	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, We will settle all disputes with You by Arbitration, which will only occur after the parties try informally to resolve the dispute and participate in mediation.
v.	Choice of forum	Articles 18 & 20	Litigation or arbitration must be in the Province of Quebec, Canada (subject to applicable state law).
w.	Choice of law	Article 20	Canadian law applies (subject to applicable state law).

### Item 18. Public Figures

We do not currently use any public figure 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 franchises and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure

**Item 20. Outlets and Franchisee Information**

TABLE NO. 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
<del>Franchised Outlets</del>	<del>2021</del>	<del>129</del>	<del>108</del>	<del>-21</del>
<u>Franchised Outlets</u>	2022	108	101	-7
	2023	101	<del>96</del> <u>97</u>	<del>-5</del> <u>-4</u>
<del>Company-Owned</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>97</u>	<del>0</del> <u>107</u>	<del>0</del> <u>10</u>
<u>Company-Owned</u>	2022	0	0	0
	2023	0	0	0
<del>Total Outlets</del>	<del>2021</del> <u>2024</u>	<del>129</del> <u>90</u>	<del>108</del> <u>107</u>	<del>-21</del> <u>10</u>
<u>Total Outlets</u>	2022	108	101	-7
	2023	101	<del>96</del> <u>97</u>	<del>-5</del> <u>-4</u>
	<u>2024</u>	<u>97</u>	<u>107</u>	<u>10</u>

Notes:

1. Our fiscal year ends on 1/31; the annual information in the Item 20 charts for each year reflect results through 1/31 of the following year.

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TABLE NO. 2

**Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
For years ~~2021~~2022 to ~~2023~~2024**

State	Year	Number of Transfers
<del>Alaska</del>	<del>2021</del>	<del>0</del>
<u>Alaska</u>	2022	0
	2023	<del>0</del> <u>3</u> <u>1</u>
<del>Idaho</del>	<del>2021</del> <u>2024</u>	0
<u>Idaho</u>	2022	1
	2023	0
<del>New Hampshire</del>	<del>2021</del> <u>2024</u>	0
<u>New Hampshire</u>	2022	0
	2023	1
<del>North Carolina</del>	<del>2021</del> <u>2024</u>	0
<u>North Carolina</u>	2022	1
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
<u>Wyoming</u>	<u>2022</u>	<u>1</u>
	2023	0
<del>Wyoming</del>	<del>2021</del> <u>2024</u>	0
<u>Vermont</u>	2022	<del>4</del> <u>0</u>
	2023	0
<del>Total</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>1</u>
<u>Total</u>	2022	3
	2023	2
	<u>2024</u>	<u>1</u>

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TABLE NO. 3

**Status of Franchised Outlets  
For years ~~2021~~2022 to ~~2023~~2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
<del>AL</del>	<del>2021</del>	<del>2</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>0</del>	<del>2</del>
<u>AL</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2*</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2*</u>
<del>AK</del>	<del>2021</del> <u>20</u>	<del>4</del> <u>2</u>	<u>0</u>	<u>0</u>	<del>0</del> <u>2</u>	<u>0</u>	<u>0</u>	<del>4</del> <u>0</u>
<u>AK</u>	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<del>0</del> <u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<del>1</del> <u>2</u>
<del>AZ</del>	<del>2021</del> <u>20</u>	<del>0</del> <u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<del>0</del> <u>2</u>
<u>AZ</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<del>GA</del>	<del>2021</del> <u>20</u>	<del>9</del> <u>1</u>	<del>2</del> <u>1</u>	<del>3</del> <u>0</u>	<del>3</del> <u>0</u>	<u>0</u>	<u>0</u>	<del>5</del> <u>2</u>
<u>CA</u>	<u>2022</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	<u>2023</u>	<del>5</del> <u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>CO</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<del>CT</del>	<del>2021</del> <u>20</u>	<del>7</del> <u>0</u>	<u>0</u>	<u>0</u>	<del>6</del> <u>0</u>	<u>0</u>	<del>4</del> <u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>CT</u>	<u>2022</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<del>FL</del>	<del>2021</del> <u>20</u>	<del>2</del> <u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<del>2</del> <u>1</u>
<u>DE</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>FL</u>	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	<u>2024</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
IDGA	<del>2021</del> <u>2022</u>	<del>30</del> <u>0</u>	0	0	0	0	0	<del>30</del> <u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
ID	2022	3	0	0	0	0	1**	2
	2023	2	0	0	0	0	0	2
<del>IL</del>	<del>2021</del> <u>2024</u>	<del>32</del> <u>0</u>	0	0	0	0	0	<del>32</del> <u>0</u>
IL	2022	3	0	0	2	0	0	1
	2023	1	0	0	1	0	0	0
<del>IN</del>	<del>2021</del> <u>2024</u>	<del>0</del> <u>0</u>	0	0	0	0	0	<del>0</del> <u>0</u>
IN	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
<del>IA</del>	<del>2021</del> <u>2024</u>	<del>63</del> <u>0</u>	0	0	0	0	0	<del>63</del> <u>0</u>
IA	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
<del>KS</del>	<del>2021</del> <u>2024</u>	<del>46</del> <u>0</u>	0	0	0	0	0	<del>46</del> <u>0</u>
KS	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
KY	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
MA	<del>2021</del> <u>2023</u>	<del>440</del> <u>0</u>	0	0	0	0	30	<del>440</del> <u>0</u>
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
MA	2022	11	2	0	0	0	0	13
	2023	13	0	0	0	0	0	13
<del>ME</del>	<del>2021</del> <u>2024</u>	<del>413</del> <u>0</u>	0	0	0	0	0	<del>413</del> <u>0</u>
ME	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>MI</del>	<del>2021</del> <u>2024</u>	<del>1</del> <u>1</u>	0	0	0	0	0	<del>1</del> <u>1</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
<u>MI</u>	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
<del>MN</del>	<del>2024</del> <u>2020</u>	<del>122</del>	<del>01</del>	0	0	0	0	<del>123</del>
	<del>24</del>							
<u>MO</u>	2022	<del>123</del>	0	0	<del>01</del>	0	0	<del>122</del>
	2023	<del>122</del>	0	0	<del>02</del>	0	0	<del>120</del>
<del>MO</del>	<del>2024</del> <u>2020</u>	<del>30</del>	0	0	0	0	0	<del>30</del>
	<del>24</del>							
<u>MN</u>	2022	<del>312</del>	0	0	<del>40</del>	0	0	<del>212</del>
	2023	<del>212</del>	0	0	<del>20</del>	0	0	<del>012</del>
<del>MT</del>	<del>2024</del> <u>2020</u>	<del>012</del>	0	0	0	0	0	<del>012</del>
	<del>24</del>							
<u>MT</u>	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>NH</del>	<del>2024</del> <u>2020</u>	<del>41</del>	<del>02</del>	0	<del>40</del>	0	0	<del>3***</del>
	<del>24</del>							
<u>NH</u>	2022	3	0	0	2	0	0	1
	2023	1	0	0	0	0	0	1
<del>NJ</del>	<del>2024</del> <u>2020</u>	<del>141</del>	0	0	0	0	0	<del>141</del>
	<del>24</del>							
<u>NJ</u>	2022	11	0	6	0	0	0	5
	2023	5	0	0	5	0	0	0
<del>NM</del>	<del>2024</del> <u>2020</u>	<del>40</del>	0	0	0	0	0	<del>40</del>
	<del>24</del>							
<u>NM</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>NY</del>	<del>2024</del> <u>2020</u>	<del>101</del>	<del>40</del>	<del>50</del>	0	0	0	<del>61</del>
	<del>24</del>							
<u>NV</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>NY</u>	2022	6	2	1	0	0	0	7
	2023	7	1	0	0	0	0	8
<del>NC</del>	<del>2024</del> <u>2020</u>	<del>58</del>	0	<del>40</del>	0	0	<del>40</del>	<del>38</del>
	<del>24</del>							
<u>NC</u>	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
<del>ND</del>	<del>2024</del> <u>2020</u>	<del>43</del>	0	0	0	0	0	<del>43</del>
	<del>24</del>							

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	<u>24</u>							
<u>ND</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>OH</del>	<del>2024</del> <u>20</u>	<del>2</del> <u>1</u>	0	0	0	0	0	<del>2</del> <u>1</u>
<u>OH</u>	2022	2	0	0	2	0	0	0
	2023	0	0	0	0	0	0	0
<del>OR</del>	<del>2024</del> <u>20</u>	<del>0</del> <u>0</u>	1	0	0	0	0	1
<u>OR</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<del>PA</del>	<del>2024</del> <u>20</u>	<del>5</del> <u>1</u>	<del>4</del> <u>0</u>	0	0	0	0	<del>6</del> <u>1</u>
<u>PA</u>	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
<del>RI</del>	<del>2024</del> <u>20</u>	<del>2</del> <u>6</u>	0	0	0	0	0	<del>2</del> <u>6</u>
<u>RI</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
<del>SG</del>	<del>2024</del> <u>20</u>	<del>0</del> <u>2</u>	0	0	0	0	0	<del>0</del> <u>2</u>
<u>SC</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
<del>SD</del>	<del>2024</del> <u>20</u>	<del>2</del> <u>0</u>	0	0	0	0	0	<del>2</del> <u>0</u>
<u>SD</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
<del>TN</del>	<del>2024</del> <u>20</u>	<del>1</del> <u>2</u>	0	0	0	0	0	<del>1</del> <u>2</u>
<u>TN</u>	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
<del>TX</del>	<del>2024</del> <u>20</u>	<del>0</del> <u>2</u>	0	0	0	0	0	<del>0</del> <u>2</u>
<u>TX</u>	2022	0	3	0	0	0	0	3
	2023	3	0	0	0	0	0	3
<del>UT</del>	<del>2024</del> <u>20</u>	<del>4</del> <u>3</u>	<del>4</del> <u>9</u>	0	0	0	0	<del>5</del> <u>12</u>
<u>UT</u>	2022	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
VT	2023	5	0	0	0	0	0	5
	<del>2024</del> 2024	<del>5</del> 45	0	0	0	0	0	<del>5</del> 45
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
WA	<del>2024</del> 24	<del>4</del> 24	0	0	40	0	03****	1
WA	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
WI	<del>2024</del> 24	<del>1</del> 91	0	0	20	0	0	<del>1</del> 71
WI	2022	7	0	0	1	0	0	6
	2023	6	0	0	0	0	0	6
WY	<del>2024</del> 24	<del>7</del> 16	0	0	0	0	0	<del>6</del> 16
WY	2022	1	0	0	0	0	1**	0
	2023	0	0	0	0	0	0	0
TOTAL	<del>2024</del> 24	<del>12</del> 1290	60	90	130	0	50	<del>12</del> 1080
TOTAL	2022	108	11	8	8	0	2	101
	2023	101	56	2	8	0	0	9697
	2024	97	17	1	3	0	3	107

\* [We previously listed that there is 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 cases the Wyoming territory was added to a franchise agreement for territory in their home state. The end result is that we have two less units.

\*\*\* Note that each of the units in Montana consist of one-third of a territory.

\*\*\*\* We have listed three Vermont units as having ceased operations in 2024 to reflect that a Vermont franchisee with four units rolled them into one unit at the time the franchisee transferred them to a third party. There is now one large unit in Vermont with four territories.

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TABLE NO. 4

**Status of Company-Owned Outlets  
For years ~~2021~~2022 to ~~2023~~2024**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
<del>N/A</del> <u>None</u>	<del>2021</del> <u>2022</u>	0	0	0	0	0	0
	<del>2022</del> <u>2023</u>	0	0	0	0	0	0
	<del>2023</del> <u>2024</u>	0	0	0	0	0	0
Total	<del>2021</del> <u>2022</u>	0	0	0	0	0	0
	<del>2022</del> <u>2023</u>	0	0	0	0	0	0
	<del>2023</del> <u>2024</u>	0	0	0	0	0	0

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TABLE NO. 5

Projected Openings as of December 31, ~~2023~~2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In This Fiscal Year ( <del>2024</del> 2025)	Projected New Company-Owned Outlet In This Fiscal Year ( <del>2024</del> 2025)
Arizona	0	1	0
California	0	1	0
Florida	0	1	0
Georgia	0	1	0
Illinois	0	1	0
<del>Louisiana</del> <a href="#">Kentucky</a>	0	1	0
<a href="#">Louisiana</a>	<u>0</u>	<u>0</u>	<u>0</u>
<del>Montana</del> <a href="#">Maryland</a>	0	1	0
<a href="#">Mississippi</a>	<u>0</u>	<u>1</u>	<u>0</u>
<a href="#">Montana</a>	<u>0</u>	<u>0</u>	<u>0</u>
New Jersey	0	1	0
New York	0	0	0
Nevada	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Pennsylvania	0	1	0
South Carolina	0	1	0
North Caroline	0	0	0
Texas	0	<del>90</del>	0
West Virginia	0	1	0
Wisconsin	0	1	0
<b>TOTAL</b>	<b>0</b>	<b><del>-2416</del></b>	<b>0</b>

No franchisees have signed confidentiality clauses during the last three fiscal years. There are no trademark-specific franchisee organizations associated with Our franchise system.

The name of each of our current franchisees, including those who have signed Franchise Agreements but are not yet open, and the address and telephone number of each of their outlets as of the end of our last fiscal year (unless another date is stated on the list) is attached as Exhibit D to this Disclosure Document. The name and last known city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee within the most recently completed fiscal year who has transferred an outlet or had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document is attached as Exhibit D to this Disclosure Document.

If You purchase this franchise Your contact information may be disclosed to other buyers when You leave the franchise system.

### **Item 21. Financial Statements**

Exhibit A contains Our Financial Statements consisting of Our audited financial statements, as of January 31, ~~2022~~2023, January 31, ~~2023~~2024 and January 31, ~~2024~~2025. Our fiscal year ends on January 31.

### **Item 22. Contracts**

We urge You to read all of the contracts and agreements carefully. This Franchise Disclosure Document cannot possibly contain all of the terms of the various agreements. It is important that You understand all of those terms. We have attached the following contracts and agreements:

- 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 I – Statement of Prospective Franchisee

### **Item 23. Receipts**

A receipt for this Franchise Disclosure Document is attached at the end of this document. You must remove one copy, sign it and return it to Us.

**EXHIBIT A TO THE DISCLOSURE DOCUMENT  
FINANCIAL STATEMENT**

GoliathTech Inc.  
A Canadian Corporation

Financial Statements

~~IF INTERIM FINANCIAL STATEMENTS ARE ATTACHED IN ADDITION TO THE ANNUAL FINANCIAL STATEMENTS, PLEASE NOTE THAT THESE INTERIM FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE INTERIM FINANCIAL STATEMENTS OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.~~

[See attached.](#)

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**  
**FRANCHISE AGREEMENT**

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**ADDENDUMS**

- A. LOCATION OF LICENSED BUSINESS**
- B. TERRITORY**
- C. ASSIGNMENT OF TELEPHONE NUMBER**
- D. PERSONAL GUARANTY**
- E. TRADE SECRETS & CONFIDENTIALITY AGREEMENT**

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time; and

WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a GoliathTech Licensed Business and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor's agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor's Franchise Disclosure Document, revenues, profits or probability of success being affected primarily by factors beyond Franchisor's control, including Franchisee's skill, personality, diligence and dedication and general regional or local economic or demographic conditions;

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement, which terms Franchisee understands and accepts, and both parties acknowledge to be reasonable and material.

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

## **Article-1-License and System**

### *1.01 Grant of License.*

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate one (1) **GoliathTech** franchise business using the System and Marks for a period of 5 years from and after the Effective Date of this Agreement, said helical piles installation business is to be located only at the location specified in Addendum A hereto, or at such other location within or outside of the Territory at Franchisee's discretion, and without the Franchisor's prior approval. Franchisee, based upon Franchisee's own research and knowledge, shall select a location within 6 months after signing this Agreement and that location shall be accurately stated in Addendum A.

### *1.02 Location and Territory.*

*1.02.01 Territory.* Except as specifically permitted by this Agreement, Franchisee's **GoliathTech** business shall be the only **GoliathTech** business to operate within the geographical territory described in Addendum B hereto (the "Territory"). Except as specifically permitted by this Agreement, Franchisor will not locate or open a competitive **GoliathTech** business in the Territory, either company-owned or franchised, during the term of this Agreement, so long as Franchisee is not in breach of this Agreement. Franchisee shall not distribute or publish advertising or otherwise market outside Franchisee's territory except in compliance with this Agreement and the Manual. Franchisee may provide services or products outside of its Territory provided another Franchisee has not been granted a license to that Territory. Franchisee may not provide services or products to a customer located in the Territory of another Franchisee under any circumstances. [If Franchisee is not able to perform a project in the Territory for any reason, including because of a conflict of interest or because](#)

GoliathTech®  
**Franchise Agreement**

Franchisee fails to respond to a customer requesting a quotation, Franchisor may assign the project to another franchisee, who may bid on and complete the project in the Territory.

1.02.02 National and Regional Accounts. Franchisor or Franchisor's affiliate or designee may solicit, enter into and service national or regional account contracts with businesses that have locations or conduct business within the Territory, such as modular home manufacturers and manufactured home manufacturers ("MHMs"), regardless of whether Franchisee previously serviced such business in the past and without compensation to Franchisee. Franchisee may be given the option to service the national or regional account in the Territory, at the Franchisor's sole discretion; provided that if Franchisee is given such option, Franchisee must agree to do so, and continue to do so, under the terms and conditions of Franchisor's agreement with the national or regional account. Franchisee may be compensated for third party installations conducted in the Territory under the Franchisor's agreement with the national or regional account, at the Franchisor's sole discretion. Franchisee may not solicit business from a national or regional account, such as MHMs, or any of their divisions and subsidiaries, without the Franchisor's express written consent, which may be withheld in the Franchisor's sole discretion.

1.02.03 MHI Program. Franchisor may enter, and has entered, into direct product sale relationships with modular and manufactured home installers (MHIs) within or outside the Franchisee's Territory, as part of Franchisor's Modular and Manufactured Home Installer Program which is further discussed in Section 7.19 of this Agreement.

1.02.04 Acquisitions by Franchisor. Franchisor may acquire, whether through acquisition of assets or ownership interests, merger or otherwise (regardless of the form of transaction), other businesses that compete with Franchisee in the Territory. Once acquired, Franchisor may continue to operate these businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in the Territory. Franchisor may operate the competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under the marks of the competitive business.

1.02.05 Acquisition of Franchisor. Franchisor may be acquired, whether through acquisition of assets, ownership interests, merger or otherwise (regardless of the form of transaction), by a business that competes with Franchisee in the Territory. Once acquired, the acquiror may continue to operate its competitive businesses and may franchise, license, or create similar arrangements with respect to these competitive businesses, including in the Territory. Acquiror may operate its competitive business either independent of the System, or in a manner of co-branding with the System, or the competitive business may be re-branded under the Marks or the Licensed Business may be re-branded under marks of a competitive business.

1.02.06 Additional Territory. Subject to Franchisor's prior written approval, if Franchisee is in full compliance with this Agreement and the Manual, Franchisee may be permitted to acquire an additional or adjacent territory that has not been assigned to another franchisee. The price of such territory shall be \$37,125USD excluding the equipment package which is to be purchased separately. The purchase price for the additional territory is payable, in full, upon the signing of an addendum granting the territory to Franchisee.

### 1.03 Licensed Business.

The term “Licensed Business” means a business in which the Franchisee engages in the business of selling and installing helical piles, manufactured by Franchisor, pursuant to the terms of this Agreement. Franchisee will provide these services operating under the Marks and using the System (hereinafter the “System”). Franchisor shall have the right to add or delete or change product and service offerings at any time and Franchisee agrees to comply with such changes.

### 1.04 System, Marks, and Patented Products.

1.04.01 Franchisee agrees to operate the Licensed Business only according to the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the “System” includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor’s name, training, methods of operation, reputation, advertising, system, and similar benefits pursuant to which the Franchisee operates the Licensed Business.

1.04.02 Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name “**GoliathTech**”. Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisee shall register the Licensed Business in the Territory under any “doing business as” or “assumed” name assigned by Franchisor.

1.04.03 Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor’s sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor’s maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises.

1.04.04 Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee’s own expense except to the extent specifically provided in this Agreement, adopt, and use such modification(s) as if it were part of the System at the time of execution of this Agreement.

1.04.05 Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with the telephone numbers and telephone

should have discovered the facts of a dispute between the parties, but not more than one year after the date of the events or facts which gave rise to the dispute, the aggrieved party shall give a Notice to the other party (and any involved other persons) of the existence of the dispute, and shall set forth, in writing, a detailed description of the relevant facts together with a reasonably detailed description of the legal basis of the claim. The Notice shall include a detailed description by the aggrieved party of the remedy or outcome desired. The non-aggrieved party shall respond to the Notice within thirty days following its receipt. If the Notice and response does not resolve the dispute, the parties shall meet, in person, within sixty days following the date of the non-aggrieved party's response, in the corporate offices of the Franchisor, and attempt to informally resolve the matter. If the informal meeting does not resolve the matter, the parties shall, within sixty days following the date of the informal meeting, submit to non-binding mediation in the Province of Quebec, Canada with a mediator selected according to the Rules of Arbitration of the International Chamber of Commerce.

If the dispute is not resolved through mediation, then either party may commence an arbitration proceeding, but must do so within ninety days following the date that either party or the mediator has declared the mediation terminated. The demand for arbitration shall contain a certificate by the party commencing arbitration that the party has fully complied with every provision of this paragraph 18.03. Copies of the Notice and the response thereto exchanged pursuant to this paragraph shall be attached to the demand for arbitration and the issues in the arbitration shall be limited to matters contained therein.

#### *18.04 Limited Exceptions to Arbitration and Mediation.*

The requirements of paragraphs 18.01, 18.02, and 18.03 shall not apply to actions for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement or to actions for the sole purpose of enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or Trade Secrets or the covenant against competition or solicitation. Such actions and claims are not submitted to arbitration. Any such actions and claims shall be brought in the Court of Quebec, **MagogMontreal**, Quebec. Any counterclaims to such actions and claims are submitted to arbitration and shall be subject to paragraphs 18.01, 18.02 and 18.03.

### **Article-19-Representations of Franchisee**

#### *19.01 Representations.*

Franchisee represents and warrants as follows:

*19.01.01* Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

*19.01.02* Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

#### *20.10 Choice of Law.*

Except as otherwise specified herein, this Agreement shall be governed by and construed under laws of the Province of Quebec, Canada.

#### *20.11 Notices.*

All notices required or permitted by this Agreement (“Notice” or “Notices”) shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by facsimile, overnight delivery, or telegraph. Notices shall be deemed given at the earlier of (a) receipt by the addressee, including by facsimile

or electronic mail, (b) two (2) days following deposit with the United States Postal Service or its successor, with postage prepaid, or (c) immediately upon refusal of delivery by the addressee.

#### *20.12 Entire Agreement.*

This document, together with any addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the Franchise Disclosure Document.

#### *20.13 Modification.*

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

#### *20.14 Effective Date.*

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the state where the Licensed Business is located.

#### *20.15 Time of Essence.*

Time is of the essence of this Agreement.

#### [20.16 Construction.](#)

In each instance in which any of them appear in this Agreement, the terms, “include,” “includes,” and “including” shall each be construed to be followed by the words, “without limitation.”

## **Article-21-Business Risk**

### *21.01 No Promises*

Franchisee has been informed by Franchisor, realizes, and acknowledges that the business venture contemplated by this Agreement involves business risks and its success or failure will be largely dependent upon Franchisee’s abilities in operating and managing the Licensed Business. Except to the extent expressly set forth in the **GoliathTech** Franchise Disclosure Document, neither Franchisor nor anyone acting or purporting to act on behalf of Franchisor has made any promises or warranties, expressed or implied, as to Franchisee’s potential sales, profits, or success. As to those issues, Franchisee has made its own investigation and evaluation.

### *21.02 Receipt for Disclosure Document.*

Franchisee has received a copy of this Agreement and the **GoliathTech** Franchise Disclosure Document at least fourteen (14) days before signing this Agreement or paying any fee to Franchisor. Franchisee has received a complete copy of this Agreement and all addenda, with all material blanks filled in, at least seven (7) days before signing this Agreement. Franchisee has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year indicated below.

Dated: \_\_\_\_\_ [effective date]

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

**GoliathTech**  
(Franchisor/Assignee)

**FRANCHISEE**  
(Assignor)

By: \_\_\_\_\_  
Julian Reusing,  
President and CEO

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

477 boulevard Poirier  
Magog, Québec, J1X 7L1, Canada

Address: \_\_\_\_\_  
\_\_\_\_\_

Signed in Magog, Québec

Phone: \_\_\_\_\_

**ADDENDUM TO THE GOLIATHTECH INC. FRANCHISE AGREEMENT  
FOR USE IN HAWAII**

This Addendum to Franchise Agreement ("Franchise Agreement") dated \_\_\_\_\_ between Goliathtech Inc. ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum on the dates noted below, to be effective as of the Effective Date.

**GoliathTech Inc.**

By: \_\_\_\_\_  
Signed in Magog, Quebec

Name: \_\_\_\_\_

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

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

**FRANCHISEE**

\_\_\_\_\_  
[Print Name of Franchise Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of entity]

Title of Signatory: \_\_\_\_\_

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

## ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to Franchise Agreement ("Franchise Agreement") dated \_\_\_\_\_ between GoliathTech Inc. ("Franchisor") and \_\_\_\_\_ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 1:  
Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Sections 2.2.6 and 13.3.9:  
The general release required as a condition of renewal, sale or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. ~~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~~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 ~~to you~~under the franchise agreement. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly.

5. The following sentence is added to the end of Section 16.7:  
Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

6. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

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

8. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. The following paragraph is deleted from the Franchise Agreement.

“WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a GoliathTech Licensed Business and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor’s agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor’s Franchise Disclosure Document, revenues, profits or probability of success being affected primarily by factors beyond Franchisor’s control, including Franchisee’s skill, personality, diligence and dedication and general regional or local economic or demographic conditions.”

12. Section ~~21.04~~19.01.04 of the Franchise Agreement is deleted.

13. Section 21.01 of the Franchise Agreement is deleted.

~~13~~14. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**FRANCHISOR:**

GoliathTech Inc.

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

Printed Name: \_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

Signed in Magog, Quebec

## ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to Franchise Agreement (“Franchise Agreement”) dated \_\_\_\_\_ between GoliathTech Inc. (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Minnesota

2. Section 2.01 of the Franchise Agreement is amended to add the following:  
The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. [Minn. Stat. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce \(1\) any of your rights as provided for in Minnesota Statute 80C, or \(2\) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.](#)

5. [With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination \(with 60 days to cure\) and 180 days’ notice for non-renewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld.](#)

6. [Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minn. Stat. 80C.12 Subd. 1\(G\). We will protect your rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name, as required under Minn. Stat. 80C.12 Subd. 1\(G\).](#)

7. [Minnesota Rules 2860.4400\(D\) prohibits us from requiring you to assent to a general release.](#)

8. [You cannot consent us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400\(J\) also, a court will determine if a bond is required.](#)

9. [The Limitations of Claims section must comply with Minnesota Status 80C.17 Subd. 5.](#)

10. [NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \\$30 on service charges.](#)

**311.** 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 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.

512. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**FRANCHISOR:**

GoliathTech Inc.

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

Printed Name: \_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

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

Signed in Magog, Quebec

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE  
FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS  
REQUIRED FOR WASHINGTON FRANCHISEES**

This Addendum to Franchise Agreement (“Franchise Agreement”) dated \_\_\_\_\_ between GoliathTech Inc. (“Franchisor”) and \_\_\_\_\_ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

~~1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Washington; (b) Franchisee is a resident of the State of Washington; and/or (c) the GoliathTech Inc. Franchised Business will be located or operated in the State of Washington.~~

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

4. Section 21.01 of the Franchise Agreement is deleted.

5. Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

6. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment protection Act, WA Rev. Code §§19.100.010 to 19.100.940 (1991) (the “Act”). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Washington; (b) Franchisee is a resident of the State of Washington; and/or (c) the GoliathTech Inc. Franchised Business will be located or operated in the State of Washington.

1. a. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.

2. b. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement in or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor ~~including the areas of termination and renewal of your franchise.~~ Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. c. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or

mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. ~~d.~~ **General Release.** A release or waiver of rights ~~executed by in the franchise agreement or related agreements purporting to bind the franchisee may not include rights~~ to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rule or order~~ rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, ~~in accordance with RCW 19.100.220(2).~~ In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the ~~status~~ statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. ~~e.~~ **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. ~~f.~~ **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 ~~annual~~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~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.
15. ~~g.~~ **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. ~~h.~~ **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a

franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

~~7. Item 5 and 7 of the Disclosure Document and Section 3 of the Franchise Agreement are amended to provide that initial franchise fees are paid when we have satisfied our initial obligations to you under the Franchise Agreement and you are ready to begin operating the Franchised Business.~~

DATED THIS \_\_\_\_\_ DAT OF \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Franchisor Representative

Signature of Franchisee Representative

~~8. 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.~~

**FRANCHISOR:**

**FRANCHISEE:**

~~GoliathTech Inc.~~

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

~~Printed Name:\_\_\_\_\_~~

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

Printed Name:\_\_\_\_\_

~~Title: of Franchisor Representative  
Franchisee Representative~~

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

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

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

**SIGNED IN MAGOG, QUEBEC**

## EXHIBIT D TO THE DISCLOSURE DOCUMENT

### List of Current and Former Franchisees

#### List of Current Franchisees - Jan 31, ~~2024~~2025

##### Alaska

GoliathTech Alaska  
Tim Mersdorf, Bobbi Jo Mersdorf  
(~~2/3~~1 Franchise)  
950 Bench Court  
Homer, AK 99504  
(907) 290-7016

GoliathTech Kenai Peninsula  
Kevin Frank  
(~~1/3~~ Franchise)  
69588 Rollins Way  
Anchor Point, AK, 99556  
(907) 435-7794

##### Alabama

~~Gulf States Construction & Piles LLC~~  
~~Robert Brooks~~  
(~~1~~ Franchise)  
~~1561 Grove Hill Road Auburn, AL, 35630~~  
(~~205~~) ~~266-6342~~  
~~Rose Office Systems~~  
~~Gary Cain~~  
(~~1~~ Franchise)  
~~1265 Hwy 87~~  
~~Calera, AL, 35040~~  
(~~205~~) ~~663-2210~~

##### Arizona

Build Well Contracting Inc  
Sami Kivinen  
(~~1~~ Franchise 2 Franchises)  
1875 N. Central Ave.  
Phoenix, AZ, 85004  
(480) 714-8344

##### California

Bluvoxel  
Eric M. Davis  
(2 Franchises)  
414 Hummingbird Place  
Clayton, CA 94517  
(530) 563-3131

##### ~~Silicon Valley GT~~

~~Damian Gieslicki~~  
(~~1~~ Franchise)  
~~1380 Fairway Dr~~  
~~Los Altos, CA, 94024~~  
(~~408~~) ~~455-2635~~

##### Connecticut

Hudson Valley Inc  
Douglas Passeri  
(1 Franchise)  
70 Co Rte 7  
Pine Plains, NY, 12567  
(518) 821-9761

##### Florida

ACE Foundation & Systems  
Alan Egert  
(1 Franchise)  
11950 W Dixie Hwy,  
Miami, FL, 33161  
(305) 892-8453

##### ~~Gulf States Construction & Piles LLC~~

GoliathTech Central Florida  
Casa Mia Services Inc.  
~~Robert Brooks~~ Sergio Torrente  
(1 Franchise)  
~~1561 Grove Hill Road Auburn, AL, 35630~~  
3013 Northwood Blvd  
Winter Park, FL, 32789  
(~~205~~407) ~~266-6342~~ 921-9020

##### Idaho

GoliathTech Boise  
Darien Miskin  
(2 Franchises, ~~one of which includes 1/2 of~~  
~~Wyoming~~)  
Rigby, ID, 83442  
(816) 598-5322

## **Indiana**

Anchor Helical Pile Solutions, LLC  
James Laser  
(3 Franchises)  
4000 Clarks Creek Road  
Plainfield, IN, 46168  
(317) 437-3171

## **Iowa**

GoliathTech Minnesota  
Jeff Prebil  
(6 Franchises)  
8840 Xylite St., NE Blaine, MN 55449  
(612) 405-7785

## **Maine**

GoliathTech Maine  
Kevin Ouellette  
(1 Franchise)  
381 Middle Road  
Fairfield, ME 04937  
(207) 453-2668

## **Massachusetts**

GoliathTech New England  
Jeff O'Rourke  
(11 Franchises)  
389 Concord Rd.  
Billerica, MA 01821  
(781) 710-2042

GoliathTech Worcester  
Steven Ninos  
(1 Franchise)  
350 South Road  
Holden, MA, 01520  
(508) 735-5564

GoliathTech Western Massachusetts  
Douglas Passeri  
(1 Franchise)  
70 Co Rte 7  
Pine Plains, NY, 12567  
(518) 821-9761

## **Michigan**

Woodcraft Design and Build  
Keith Hay

(1 Franchise)  
2420 Crooked Lake  
Howell, MI, 48843  
(734) 756-5640

Endurapile LLC  
Scott Parkham  
(1 Franchise)  
320 E. Bingham Street  
Alpena, MI, 49707  
(989) 657-6294

## **Shoreside Craftsman LLC**

Patrick Miles  
(1 Franchise)  
15731 S 29th St  
Vicksburg, MI, 49097  
(269) 716-8277

## **Minnesota**

GoliathTech Minnesota  
Jeff Prebil  
(12 Franchises)  
8840 Xylite St., NE Blaine, MN 55449  
(612) 405-7785

## **Montana**

GoliathTech Billings  
Jessica Rae Borges  
(1 Franchise)  
3486 Granger Ave S.  
Billings, MT, 59102  
(801) 616-1302

## **Congdon Made LLC**

Daniel Congdon  
(1 Franchise)  
3752 Rodeo Rd  
Missoula, MT, 59803  
(406) 304-9677

## **ModTech LLC**

Dennis Burton  
(1 Franchise)  
2650 West Valley Dr.  
Kalispell, MT, 59901  
(406) 890-8714

## **New Hampshire**

GoliathTech New Hampshire  
Jonathan Ramos  
(1 Franchise)  
91 Lawrence Rd.  
Salem, NH, 03079  
(603) 913-4397

## **New Mexico**

LLR Construction LLC  
David Langley  
(1 Franchise)  
2015 Wyoming Blvd NE STE I  
Albuquerque, NM, 87112  
(505) 365-1184

## **New York**

MPG Properties LLC  
Michael Gish  
(3 Franchises)  
490 Center Road West Seneca, NY 14224  
(716) 432-8455

GoliathTech of Central New York  
Ian Storsberg, Sean Wlock, Dave Fasolino  
(1 Franchise)  
6190 Walker Road,  
Deerfield, NY, 13502  
(315) 525-6833

GoliathTech Hudson Valley  
Douglas Passeri  
(2 Franchises)  
70 Co Rte 7  
Pine Plains, NY, 12567  
(518) 821-9761

GoliathTech Syracuse  
Christopher Fox  
(2 Franchises)  
4573 Waterhouse Rd.  
Clay, NY, 13041  
(315) 530-8594

## **Nevada**

[GoliathTech Nevada LLC](#)  
[Francis Janoski](#)  
[\(1 Franchise\)](#)  
[2120 Abbe Ln](#)

GoliathTech®

Exhibit D – List of ~~current~~Current and Former Franchisees ~~D-3~~  
[23833467v13-099809.00000](#) [23833467v22.099809.00000](#)

[Pahrump, NV, 89048](#)  
[\(775\) 295-2950](#)

## **North Carolina**

GoliathTech of the Southern Piedmont  
Alan Parker  
(3 Franchises)  
8677 Bethel Church Road  
Concord, NC, 28025  
(704) 579-6633

## **North Dakota**

GoliathTech Minnesota  
Jeff Prebil  
(1 Franchise)  
8840 Xylite St., NE  
Blaine, MN 55449  
(612) 405-7785

## **Ohio**

[Backspace Builders LLC](#)  
[Benjamin Perryman](#)  
[\(1 Franchise\)](#)  
[216 N Monroe Ave](#)  
[Columbus, OH 43203](#)  
[\(614\) 316-8728](#)

## **Oregon**

Absolute Foundation LLC  
Daniel Smith  
(1 Franchise)  
137 SW Cypress St.  
McMinnville, OR, 97128  
(971) 901-1026

## **Pennsylvania**

GoliathTech Keystone  
Joshua Miller  
(4 Franchises)  
Red Lion, PA 17356  
(717) 693-2999

East Penn Foundations LLC  
Todd Garloff  
(2 Franchises)  
4117 Ford Drive  
Emmaus, PA, 18049  
(484) 515-0968

## **Rhode Island**

GoliathTech New England  
Jeff O'Rourke  
(2 Franchises)  
389 Concord Road  
Billerica, MA 01821  
(781) 710-2042

## **South Dakota**

GoliathTech Minnesota  
Jeff Prebil  
(2 Franchises)  
8840 Xylite St., NE  
Blaine, MN 55449  
(612) 405-7785

## **Tennessee**

GoliathTech Minnesota  
Jeff Prebil  
(1 Franchise)  
8840 Xylite St., NE Blaine,  
MN, 55449  
(612) 405-7785

GoliathTech Nashville  
William Barron  
(1 Franchise)  
1005 Scramblers Knob  
Franklin, TN, 37069  
(240) 285-0431

## **Texas**

GoliathTech Texas  
Mark Guymon  
(~~3~~12 Franchises)  
3113 Colony Dr  
Mesquite, TX, 75150  
(206) 491-2127

## **Utah**

GoliathTech Utah  
Ryan Mock  
(5 Franchises, ~~one of which includes 1/2 of~~  
~~Wyoming~~)  
3400 N 1000 W,  
Pleasant View, UT, 84414  
801-839-5283

GoliathTech®  
Exhibit D – List of ~~current~~Current and Former Franchisees ~~D-4~~  
~~23833467v13-099809.00000~~[23833467v22.099809.00000](#)

## **Vermont**

[Parker Sitework LLC](#)  
[Justin Parker](#)  
~~Business to M2M-~~  
~~Max Murray~~  
(~~4 Franchises~~1 Franchise)  
~~88B North St,~~  
[25 Parker Ln.](#)  
~~Bristol~~New Haven, VT, ~~05443, US~~ [05472](#)  
(802) ~~992-8959~~[238-1508](#)

## **Virginia**

[Screw Pile Systems LLC](#)  
[Josh Desilets](#)  
(1 Franchise)  
[5003 Sudley Rd.](#)  
[Catharpin, VA, 20143](#)  
(703) [365-0747](#)

## **Washington**

Newport West LLC  
Mike Nykreim  
(1 Franchise)  
4958 126th Ave. SE  
Bellevue, WA, 98006  
(425) 201-0001

## **Wisconsin**

Badgerland Pile Co. LLC  
Thomas Hattori  
(3 Franchises)  
1686 Journeys Dr.  
Hartland, WI 53029  
(262) 370-3361

GoliathTech of Southeast WI  
John Achim  
(1 Franchise)  
N68 W13159 Ranch Road  
Menomenee Falls, WI 53051  
(262) 735-5253

GoliathTech Minnesota  
Jeff Prebil  
(2 Franchises)  
8840 Xylite St., NE  
Blaine, MN 55449  
(612) 405-7785

List of Former Franchisees Jan 31, ~~2024~~2025

**Alabama**

Gulf States Construction & Piles LLC

(Non-Renewal)

Robert Brooks

(1 Franchise)

1561 Grove Hill Road Auburn, AL, 35630

(205) 266-6342

Rose Office Systems

(Non-Renewal)

Gary Cain

(1 Franchise)

1265 Hwy 87

Calera, AL, 35040

(205) 663-2210

**California**

~~GTWest Techpiles~~ Silicon Valley GT

(Termination)

~~Lawrence Reusing-~~

~~(2 Franchises)~~

~~1651 E. St. Andrews Place-~~

~~Santa Ana, CA 92705-~~

~~(949) 943-0749~~

Damian Cieslicki

**Illinois**

~~GoliathTech of St. Louis LLC-~~

~~(Non-Renewal)~~

~~Eric Davis~~

(1 Franchise)

~~54 South Rapp Ave. Columbia, IL 62236~~

1380 Fairway Dr

Los Altos, CA, 94024

~~(618)408~~ 410-7816 455-2635

**Missouri** Florida

~~GoliathTech of St. Louis~~ Gulf States Construction & Piles LLC

~~(Non-Renewal)~~ (Non-Renewal)

Robert Brooks

(1 Franchise)

1561 Grove Hill Road Auburn, AL, 35630

(205) 266-6342

~~Eric Davis~~

GoliathTech®

Exhibit D – List of ~~current~~Current and Former Franchisees ~~D-6~~

~~23833467v13-099809.00000~~ 23833467v22.099809.00000

Vermont

Business to M2M

~~(2 Franchises Transfer)~~

~~514 South Rapp Ave. Columbia, IL 62236~~

Max Murray

(1 Franchise)

88B North St,

Bristol, VT, 05443, US

~~(618802) 410-7816~~992-8959

New Jersey

~~Sure Footing, Inc.~~

~~(Non-Renewal)~~

~~Tomas Corbett~~

~~(5 Franchises)~~

~~3121 Fire Rd.~~

~~Egg Harbor Twp., NJ 08234~~

~~(609) 744-5696~~

## EXHIBIT E

### OPERATIONS MANUAL – Table of Contents

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<b>WEEK FIVE</b>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<b>WEEK SIX</b>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
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**ACCOUNTING SERVICES**

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**FRANCHISEE REPORTING**

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**RECORDS AND REPORTS**

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**FAILURE TO REPORT**

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**MARKETING PLAN**

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**SUGGESTED ADVERTISING METHODS**

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**INTRODUCTION**

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~~**CHAPTER 18 – CORPORATE STRUCTURE & FINANCING**~~~~ERROR! BOOKMARK NOT DEFINED.~~

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<del>ASSIGNMENT OR TRANSFER</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>
<del>TERMINATION / NON-COMPETE AFTER TERMINATION</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>
<del>NON-COMPETE AFTER TERMINATION</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>

~~**CHAPTER 21 – EXPANSION & RELOCATION REQUIREMENTS**~~~~ERROR! BOOKMARK NOT DEFINED.~~

<del>FRANCHISE EXPANSION, NEW TERRITORY, RESALE PURCHASE OR TERRITORY EXPANSION</del>	<del>ERROR! BOOKMARK NOT DEFINED.</del>
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~~**CHAPTER 22 – FORMS**~~ ~~ERROR! BOOKMARK NOT DEFINED.~~

**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 <a href="tel:41591697285593277585">(415916) 972-8559327-7585</a> or <a href="tel:8662752677">Toll free (866) 275-2677</a>	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 <a href="tel:41591697285593277585">(415916) 972-8559327-7585</a> or <a href="tel:8662752677">Toll free (866) 275-2677</a>
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	Minnesota Department of Commerce Securities-Franchise Registration 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, New York 10005 (212) 416-8222 Phone (212) 416-6042 Fax	<del>NYS Department of Law Investor Protection Bureau</del> <a href="#">Secretary of State</a> <a href="#">99 Washington Avenue</a> <del>28 Liberty Street, 21st Floor New York, New York 10005</del> <del>(212) 416-8222 Phone</del> <del>(212) 416-6042 Fax</del> <a href="#">Albany, NY 12231</a>
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920

(d) Violations of any provision of this division.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, and non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The following statement is added to Item 1 of the Disclosure Document: You must comply with the licensure requirements of the California Contractors Licensing Board and obtain a license as an "Earthworks and Paving Contractor".

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

Neither We nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. seq., suspending or expelling the persons from membership in that association or exchange.

You must sign a General Release of all claims if you transfer your franchise. California Corporations Code §31512 voids a waiver by the person acquiring a franchise of certain rights under the Franchise Investment Law (California Corporation Code §§31516). Business and Professions Code §20010 voids a waiver of certain rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Risk Factor: Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.)

The Franchise Agreement contains a covenant not to compete ~~that~~which extends beyond the termination of the franchise. ~~This provision may not be enforceable~~A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California lawBusiness and Professions Code Section 16600.

The Franchise contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must resolve disputes through binding arbitration. The arbitration will occur in California with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorneys' fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

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 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.

[The highest interest rate allowed by law in California is 10% annually.](#)

[For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.](#)

OUR WEBSITE [www.goliathtechcorp.com](http://www.goliathtechcorp.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

### **Hawaii Addendum (Applies only to Hawaii franchisees)**

If Your Licensed Business will be in Hawaii, You will not pay Your Initial Fee 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. Please review Item 11 for our pre-opening obligations. You must have Your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on Your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

[THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.](#)

[THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 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.](#)

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 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.

### **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 can abrogate or reduce any of Your rights as provided for in Minnesota Statutes, Chapter 80C, or Your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the [Franchise Agreement and that consent to the transfer of the franchise agreement will not be unreasonably withheld](#).

[Items 5 and 7 are amended to provide that the payment of the Initial Franchise Fee is deferred until the Franchisee is open for business.](#)

[Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minn. Stat. 80C.12 Subd. 1\(G\).](#) We will protect ~~Your right~~[your rights](#) to use the trademarks,

service marks, trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name, ~~to the extent as~~ required ~~by~~under Minn. Stat. §80C.12, Subd. 1(~~g~~G).

[Minnesota Rules 2860.4400\(D\) prohibits us from requiring you to assent to a general release.](#)

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

~~Items 5 and 7 are amended to provide that the payment of the Initial Franchise Fee is deferred until the Franchisee is open for business.~~

[You cannot consent us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400\(J\) also, a court will determine if a bond is required.](#)

[The Limitations of Claims section must comply with Minnesota Status 80C.17 Subd. 5.](#)

[NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \\$30 on service charges.](#)

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.

**New York Addendum  
(Applies only to New York franchisees)**

1. The following information is added to the cover page of the Franchise Disclosure document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

The following statements are added to Items 12 and 17h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise agreement does not constitute “reasonable cause”, as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Item 15 of the Franchise Disclosure Document is amended by adding the following: The Franchise Agreement requires that the Licensed Business be open for business Monday through Friday, 7 a.m. – 4 p.m., subject to seasonal and holiday adjustments; however, Franchisor, in its sole discretion may, from time to time specify different hours of operation. Franchisee may request different hours for good cause.

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

**Estimated Initial Investment** - The franchisee will be required to make an estimated initial investment ranging from \$100,000 to \$244,000. This amount exceeds the franchisor’s stockholder’s equity as of January 31, 2024, which is negative \$~~699,038~~2,035,367.

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.

**Washington Addendum**  
**(Applies only to Washington franchisees)**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

**1.** ~~4-~~ **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.

**2.** ~~2-~~ **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement in or related agreements concerning your relationship with the ~~Franchisor~~franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the franchise agreement ~~in or related agreements concerning~~ your relationship with the ~~Franchisor including the areas of termination and renewal of your franchise~~franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

**3.** ~~3-~~ **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

**4.** ~~4-~~ **General Release.** A release or waiver of rights ~~executed by in the franchise agreement or related agreements purporting to bind the franchisee may not include rights~~to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rule or order~~rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel~~-, in accordance with RCW 19.100.220(2).~~ In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

**5.** **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

**6.** ~~5-~~ **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

~~6. 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.~~

~~7. 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.~~

~~8. 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.~~

~~9. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§19.100.010 to 19.100.940 (1991) (the "Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

~~a. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.~~

~~b. 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.~~

~~c. 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.~~

~~d. 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 status 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.~~

~~e. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

**14. ~~f.~~ 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 ~~annual~~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~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

**15. ~~g.~~ Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of

the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**16. h. Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**17. Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

**18. Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

DATED THIS \_\_\_\_\_ DAT OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Franchisor Representative

\_\_\_\_\_  
Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative

\_\_\_\_\_  
Title of Franchisee Representative

**EXHIBIT I TO THE DISCLOSURE DOCUMENT  
STATEMENT OF PROSPECTIVE FRANCHISEE**

As you know, you and we are entering into a Franchise Agreement for the operation of an GoliathTech Franchised business. The purpose of this Statement is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

**[California, ~~Maryland~~Hawaii and Washington franchisees should not complete this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.]**

**[Do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland](#)**

**Acknowledgements and Representations.**

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement?

Check one:  Yes  No. If no, please comment:

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2. Have you studied and reviewed carefully, our Disclosure Document and Franchise Agreement?

Check one:  Yes  No. If no, please comment:

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## STATE EFFECTIVE DATES

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

This franchise 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:	Pending
Hawaii:	Pending
Illinois:	Pending
Indiana:	Pending
Maryland:	<del>Decembre 22, 2023</del> <a href="#">Pending</a>
Michigan:	Pending
Minnesota:	Pending
New York:	Pending
North Dakota:	Pending
Rhode Island:	Pending
South Dakota:	Pending
Virginia:	Pending
Washington:	Pending
Wisconsin:	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## EXHIBIT 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 ~~May 6~~ April 30, 2024 ~~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 ~~May 6~~ April 30, 2024 ~~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 ~~May 6~~ April 30, 2024 ~~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 ~~May 6~~ April 30, 2024 ~~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: \_\_\_\_\_

GoliathTech®

Exhibit K - Receipt  
[23833467v22-099809.00000](#)  
[23833467v13-099809.00000](#)