

FRANCHISE DISCLOSURE DOCUMENT

WORLD INSPECTION NETWORK INTERNATIONAL LLC

a Delaware limited liability company

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World Inspection Network International LLC offers franchises to operate a home inspection business for single and multi-family residences. The WIN Business receives our proprietary training and use of our Marks, proprietary techniques, and proprietary methods to operate in a specific, non-exclusive geographic area.

The total investment necessary to begin operation of a WIN Business is \$~~43,825~~37,575 to \$~~55,400~~45,500. This includes \$~~30,600~~24,750 to \$~~36,500~~25,500 that must be paid to us or our affiliates.

This Franchise Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Franchise Disclosure Document and all accompanying agreements carefully. You must receive this Franchise 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 Franchise Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchise development department at 444 W Lake Street, Suite 1700, Chicago, IL 60606, or call 1-800-967-8127.

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

Buying a franchise is a complex investment. The information in this Franchise 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 Franchise Disclosure Document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: ~~May 6~~April 22, 20242025

How to Use This Franchise Disclosure Document

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

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

What you Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Illinois. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with franchisor in Illinois than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise or 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.

NOTICE REQUIRED BY THE
STATE OF MICHIGAN

The Michigan Attorney General requires the following specific disclosures to be made to prospective Michigan franchisees:

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

- (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Michigan attorney general does not constitute approval, recommendation, or endorsement by the Michigan attorney general.

Any questions regarding the notice should be directed to the State of Michigan, Department of the Attorney General, Attn: Franchise, P. O. Box 30213, Lansing, Michigan 48913, telephone (517) 373-7117.

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Except as indicated below, we require that the Initial Franchise Fee described in Item 5 be paid to us at the time of signing the Franchise Agreement. 16

We may provide optional financing for a portion of the Initial Franchise Fee to qualifying franchisees. We are not obligated to offer financing, and the decision to do so is entirely at our discretion. If you meet our qualifications, we may finance up to \$2,000 of your Initial Franchise Fee for up to 6 months, provided that at the time you sign the Franchise Agreement, you also sign the Promissory Note ("Note") attached as Exhibit E to the Franchise Agreement. The effective annual interest rate will be 12%, and if we finance \$2,000 of your Initial Franchise Fee, your monthly payment will be \$341.85 for each of the 6 months of financing to pay off the loan and interest. The Note does not contain a prepayment penalty, does not require a security interest, and no person other than you (and, if you are an entity, your Principal Owners) must sign the Note. A personal guarantee of the Note is required. 16

If you accept financing from us and sign the Note, you will be required to waive any right to presentment for payment, notice of non-payment, protest, notice of protest, and notice of any renewals, extensions, amendments, or modifications of the Note. Other than as mentioned directly above, neither the Note nor any other financing document you sign will contain any waiver of defense or similar provision. 16

If you default under the Note by not making payments when due, at our option, we may, in our sole discretion, take one or more of the following actions: (a) require you to immediately pay us the entire amount of the unpaid balance plus any accrued interest, and/or (b) terminate the Franchise Agreement. You must pay us any attorneys' fees and other costs we incur in collecting the monies owed by you to us. We also have the right to accelerate the Note if you are in default under the terms of the Franchise Agreement, the Franchise Agreement terminates, or if you assign or sell your WIN Business. For clarity, we may accelerate repayment of the Note even if you are not in

default under the Note itself, but are in default under the Franchise Agreement or attempt to transfer or terminate the WIN Business. You must pay all amounts owed to us, including any amounts financed by us, before you may be allowed to assign or sell your WIN Business. 17

We have not in the past and do not currently intend to sell, assign, or discount to any third party the Note or any other financing document you sign. 17

If applicable, we will comply with appropriate laws and regulations governing direct financing we offer to you, such as the California Finance Lenders Law. 17

Other than as described above, we do not offer direct or indirect financing, we do not guarantee your loans, leases, or other obligations, and we do not receive payments or other consideration for the placement of financing. We reserve the right to modify, suspend, or eliminate this financing program or any of its terms at any time, in our sole discretion, without notice. 17

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 1517

ITEM 12: TERRITORY 2325

We will designate a specific geographic territory for your WIN Business (your "Territory"), which will typically consist of ZIP codes and be attached as an exhibit to your Franchise Agreement. We designate Territories based on multiple factors, which may include population size and density, number of housing units, volume of real estate transactions, agent concentration, market conditions, and competition. There is no standard size or guaranteed market potential for a Territory. A Territory generally will have a population of at least 50,000 but factors including population density, travel distances, and mutually negotiated areas could result in a smaller number. 25

You are expected to focus your marketing, networking, sales, and client development activities within your designated Territory and to build relationships with clients and Referral Sources located in that area. You may not attend open houses, visit agent offices, or engage in other marketing activities outside your Territory, except when participating in regional or national trade events or as otherwise authorized by us in writing. 25

You may engage in general digital marketing for your WIN Business — including business listings, online reviews, paid digital ads, and social media — provided that: 25

- Your activities do not specifically target individuals, organizations, or markets within the designated Territory of another WIN franchisee; 25
- Your efforts remain primarily focused on your own Territory and follow our digital marketing standards and systems, including the use of websites, platforms, and tools that we provide or approve; 25
- You comply with all brand standards, acceptable use policies, and applicable marketing guidelines we communicate through the Operations Manual or other official sources. 25

If you have existing relationships with Referral Sources or clients outside your Territory that were developed in good faith prior to the Effective Date of your Franchise Agreement, you may continue communication through our

<u>approved CRM tools and marketing systems, provided that all future outreach remains primarily focused on your designated Territory.</u>	<u>26</u>
<u>You may respond to unsolicited inbound inquiries from outside your Territory if:</u>	<u>26</u>
• <u>The inquiry was not the result of targeted or prohibited outreach;</u>	<u>26</u>
• <u>You are properly licensed and authorized to provide the requested services in the location where the services will be performed;</u>	<u>26</u>
• <u>And your response and performance comply with our technical, legal, and brand standards.</u>	<u>26</u>
<u>You may also provide Approved Products and Services to clients located outside your Territory (and we and other franchisees may provide Approved Products and Services to clients located in your Territory):</u>	<u>26</u>
• <u>If the referral originated from within your Territory;</u>	<u>26</u>
• <u>If the client contact or lead was generated through WIN corporate advertising or national partnerships;</u>	<u>26</u>
• <u>If the lead was assigned to you by us under the National Accounts Program;</u>	<u>26</u>
• <u>Or if the client or Referral Source was already part of your client database before the Effective Date of your Franchise Agreement, and your ongoing outreach complies with our marketing protocols.</u>	<u>26</u>
<u>With our prior written approval and subject to our conditions, you may:</u>	<u>26</u>
• <u>Maintain business social media profiles or online accounts that reference or advertise your WIN Business;</u>	<u>26</u>
• <u>Offer or sell services through digital platforms or communication channels we approve;</u>	<u>26</u>
• <u>Provided that you do not use such tools to initiate new outreach targeted to Referral Sources or markets outside your Territory unless we have given prior written consent.</u>	<u>26</u>
<u>You are not granted an option, right of first refusal, or any guaranteed opportunity to expand into, acquire, or claim additional Territories. If you wish to operate in additional geographic areas, you must submit a request and, if approved, sign a separate Franchise Agreement under our then-current terms. We may grant or deny such requests at our sole discretion.</u>	<u>26</u>
<u>Your Territory is non-exclusive. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.. You may face competition from:</u>	<u>26</u>
• <u>Other WIN Businesses;</u>	<u>26</u>
• <u>Corporate marketing campaigns;</u>	<u>26</u>
• <u>Online, third-party, or national programs;</u>	<u>27</u>
• <u>New or affiliated brands, products, or services that we create, acquire, or partner with.</u>	<u>27</u>
<u>We reserve the right to:</u>	<u>27</u>

- Operate or authorize the operation of WIN Businesses inside or outside your Territory; 27
- Sell or fulfill services under the Marks (or other brands) through any channel, including websites, call centers, partnerships, or emerging platforms; 27
- Merge with, acquire, invest in, or partner with other companies offering similar or competing products or services; 27
- Expand or modify our system, technology, or business models at any time; 27
- Do any of the above without notice or compensation to you. 27

We recommend that you operate your WIN Business from your residence. You may not change your business address without our prior written approval. You may not use a virtual address or mailbox service as your business address without our express written consent. Even if a virtual address is temporarily approved, you must transition to a physical address within 30 days of our request. 27

Neither we nor our affiliate operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those the franchisee will offer. 27

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EXHIBITS

- A: Franchise Agreement (with Exhibits and State-Specific Addenda)
- B: ~~Table of Contents of~~ Operations Manual
- C: WIN Financial Statements
- D: List of Current and Former Franchisees
- E: State Administrators and Agents for Service of Process
- F: Form General Release
- G: Franchise Disclosure Document State Specific Addenda
- H: Statement of Prospective Franchisee
- I: State Effective Dates and Receipts

ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify this Franchise Disclosure Document, “WIN,” “we,” “us” and “our” means or refers to World Inspection Network International LLC, the “Franchisor.” “You,” “your,” and “Franchisee” means the individual or the entity (including the entity’s individual owners) that buys the franchise.

The Franchisor

We are World Inspection Network International LLC, and our principal place of business is 444 W Lake Street, Suite 1700, Chicago, IL 60606. We are a Delaware limited liability company, and we were organized on August 7, 2018, and we acquired substantially all the assets of our predecessor, as described below. We conduct business under the names “WIN” and “WIN Home Inspection.” Our agents for service of process are identified in Exhibit E.

We franchise the right to operate an inspection and testing business for single and multi-family residences, as well as commercial properties (the “WIN Business” or “Franchised Business”). Our predecessor, and its predecessors, offered inspection franchises from 1995 to 2018. We began to offer franchises in August 2019. As of December 31, ~~2023~~2024, there were ~~268~~271 WIN Businesses in the United States. We do not operate any business of the type being franchised by us, and we do not offer, and have not in the past offered, any franchises other than as described in this Franchise Disclosure Document. We currently do not engage, and in the past have not engaged, in any business activity other than the franchising activities described in this Franchise Disclosure Document, and the operation of business using the Marks (as defined in Item 13).

Our Parents, Predecessors, and Affiliates

Our parent company is Agamyia Franchise Holdings LLC, a Delaware limited liability company. We and Agamyia Franchise Holdings LLC share the same principal place of business at 444 W Lake Street, Suite 1700, Chicago, IL 60606.

On November 2, 2018, our predecessor, World Inspection Network International, Inc., an Alabama corporation that was incorporated on March 17, 2011, sold substantially all of its assets to us, including the rights to the “WIN” trademark and all existing WIN franchise agreements. Our predecessor, and its predecessors, offered franchises for WIN Businesses from 1995 until November 2018. We do not have any other predecessors.

We do not have any affiliates that offer franchises in any line of business nor do we have any affiliates that provide products or services to our franchisees.

The Franchise We Offer

We offer you the opportunity to purchase ~~franchises for WIN Businesses and use of our Marks, proprietary techniques, and proprietary methods, by signing an agreement (“Franchise Agreement” or “Agreement”) with us. We designate~~ a franchise to operate a WIN Business in a specific, ~~non-exclusive~~ geographic geographical marketing area (the “Territory”) ~~for you to establish your office using our name, brand, proprietary tools, and systems. To~~ operate ~~your~~ a WIN Business, you must sign a Franchise Agreement with us. The Your WIN Business ~~also~~ includes the right to use our ~~marketing, business development, methods, operating procedures, technology tools, marketing and advertising techniques and materials; operating procedures; product and service, quality standards; business methods; Intranet; the Operations Manual, and other expertise that we supply (collectively~~ tools and systems we provide

(together, the “WIN Home Inspection System”). ~~It will be your sole responsibility to perform these~~ You are solely responsible for performing services in compliance with applicable laws and ~~regulations and as outlined in our~~ the Operations Manual.

Operations Manual. The Operations Manual includes confidential policies, procedures, standards, and guidelines that we provide to you through our intranet or other secure channels. This may include videos, newsletters, internal portals, notices, and other communications. The Operations Manual forms part of the WIN Home Inspection System and is updated from time to time. You are required to follow the current version at all times. The content of the Operations Manual is described in Exhibit B.

WINnovation Platform. The WINnovation Platform is part of the WIN Home Inspection System. It includes the tools and technology we configure and control for use in your WIN Business. This includes our proprietary report writing system (WINSpect), scheduling system, invoicing and payment processing system, learning and training system, client communications, business performance dashboards, and agreement management tools. It also includes any APIs, workflows, enhancements, or licensed components we add or approve. You must use the WINnovation Platform in full, as directed. You may not use any alternate, modified, or competing platform for any part of your WIN Business. You must also comply with all end-user agreements, acceptable use policies, and confidentiality restrictions related to the platform and other digital tools.

Approved Products and Services. Your WIN Business will offer and sell ~~products, services, and bundles of only those~~ products and services ~~that we have approved, which includes~~ approve. These include, without limitation, residential, commercial, and multi-use ~~and other building inspection services and other products and services including but not limited to inspecting and/or testing~~ property inspections; air quality, radon, mold, asbestos, lead, ~~wood destroying insects and organisms, pests,~~ pest and WDO testing; wind mitigation, ~~swimming pools, spas,~~ pool and spa inspections; water ~~quality, wells, and~~ sewer, septic systems, as well as; energy evaluations; ~~infrared inspections,~~ thermographic inspections, ~~virtual home tours, measurements,~~ maintenance inspections; draw inspections, ~~4 point inspections, insurance inspections,~~ virtual tours; concierge services; and any other ~~products and services that~~ offerings we approve from time to time (“Approved Products and Services”). ~~Such products and services are deemed~~

All Approved Products and Services ~~whether offered by your WIN Business or any of your~~ sold, scheduled, or delivered by you, any Principal Owner, or any individual or entity acting on your behalf—including subcontractors, affiliates, either directly or indirectly through sub-contractors family members, or related businesses—must be reported as Gross Revenue (see Item 6). These offerings must be provided only through your WIN Business. You may not operate or participate in any other entity, DBA, or brand to deliver these services.

Training and Certification. Before you begin offering any inspection services ~~in your WIN Business~~, you must become a WIN Certified Inspector. ~~Also, you~~ You must also complete ~~relevant state or federally mandated~~ any training ~~programs~~, licensing ~~and, or~~ certifications ~~prior to offering a service or product that requires such licenses~~ required by state or federal law for the services you offer. We may also require that you ~~receive such~~ complete additional training ~~programs and~~ or certifications ~~from~~ provided by us or a third party we designate, at your own expense ~~we may designate~~.

Industry-Specific Regulations

~~There are statutory requirements in many.~~ Many states have laws and regulations that apply to the operation of ~~the~~ your WIN Business. You may be required to obtain ~~specific license(s) or certification(s)~~

~~before you can offer one or more of~~ licenses or certifications before offering certain Approved Products and Services such as residential inspections, pest and WDO inspections, radon and mold testing, and/or inspection of wood-destroying insects, organisms, and/or pests, mold, and radon. Some states require attendance at other specialized services. These requirements may include completing training sessions and/or, passing exam(s) before you are approved to be licensed or certified for a particular service in that state. ~~Several~~ exams, undergoing background checks, or holding active licenses or registrations. Some states may also have pending legislation or regulation regarding the licensing, regulation, registration, or certification of home inspectors (and/or other approved services), or specific requirements for inspection reports. In addition to existing laws and regulations, states or local governments may revise laws and regulations or enact new ones after the date of this Franchise Disclosure Document that may impact your ability to operate the WIN Business that may impose additional requirements, and regulations may change after you begin operations.

You are solely responsible for ~~researching and~~ determining which federal, state-or, and local licenses, permits, or certifications you ~~may need to operate your WIN Business~~ and for complying with ~~such requirements, including all applicable laws and regulations.~~ This includes paying all fees and ~~expenses incurred in initially~~ costs related to obtaining and ~~subsequently~~ maintaining these ~~licenses and attending any related initial and ongoing mandatory training.~~ Other credentials, such as course registration, exam fees, license applications, and renewals. Some states may also require you to complete a certain number of practice inspections or “ride-along” inspections under the supervision of a licensed or certified inspector. These activities may involve additional costs, including travel or compensation to the supervising inspector, which you will be solely responsible for.

We may also require you to complete certain additional training programs, certifications, or onboarding steps, whether delivered by us or a third-party provider, as a condition of offering specific services or operating your WIN Business. You are responsible for covering all related expenses.

In addition to regulations for inspection services, your WIN Business is also subject to laws regulating that apply to businesses in general. These may also apply to your WIN Business include rules on advertising, employment, health and safety, environmental requirements, data privacy, and other obligations. It is your responsibility to comply with all such laws and ~~pay any costs you incur to comply with, any applicable laws, rules or regulations to keep your compliance current as laws evolve.~~

Competition. The market for Approved Products and Services includes the general public and other establishments. For example, residential building inspections are performed for home buyers, home sellers, and homeowners. Referral sources for the WIN Business may include real estate service providers such as real estate brokers and agents, attorneys, mortgage lenders, and relocation services.

You will compete for customers with other businesses offering similar services on a local, regional and national basis. The residential inspection services market in which you may primarily operate is highly competitive. You may compete with many other national and local service providers offering competitive goods and services, including independent home inspection companies and other national franchisees and other WIN franchisees in your Territory. ~~Our experience has been that inspection~~ Inspection services, ~~particularly those~~ connected with a real estate transaction, tend to be seasonal and are tied to various factors such as the overall performance of the economy and the performance of the residential real estate market. Residential inspection services for homeowners outside of the home buying or selling process can be tied to various factors such as age of homes or awareness among homeowners of home maintenance, safety and health issues. Your WIN Business can also be affected by the availability of labor, changes in or disruption by technology, changes in customer demographics, regulatory changes, and your financial, managerial and other capabilities. Many of these factors can change without warning.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer: Praful Mittal

Mr. Mittal joined us in November 2018. Mr. Mittal also serves as the President at Agamy Capital LLC in Chicago, Illinois, which he founded in 2013.

Director of Franchise Operations: Will Rosler

Mr. Rosler joined us in November 2018 as the Director of Franchise Operations. Mr. Rosler ~~is~~ also was a senior associate at Agamy Capital LLC in Chicago, Illinois, where he ~~has~~ served as an investment professional since October 2015.

Vice President of Training, Development and Marketing: Shubha Gangal

Ms. Gangal joined us in November 2018 as the Vice President of Training, Development and Marketing. Ms. Gangal is also the owner of SGP Group in Chicago, Illinois since its founding in January 2018. Since January 2012, Ms. Gangal has owned Shubha Gangal Photography in Chicago, Illinois.

Training and Coaching Manager: Patrick T. Knight

Mr. Knight joined us in November 2018. Mr. Knight served as the Franchise Services Manager for our predecessor from August 2002 to November 2018 in Seattle, Washington.

Training and Coaching Specialist: Josh Rogers

Mr. Rogers joined us in August 2022. Mr. Rogers owned a WIN Business in Chicago, Illinois from May 2020 to August 2022 and has been a WIN Home Inspector since August 2016 in Crystal Lake, Illinois.

ITEM 3: LITIGATION

Except as disclosed below, no litigation is required to be disclosed in this Item:

Franchisor-Initiated Litigation: [Update this](#)

Enforcement of Franchise Termination Obligations and Royalty Collection: World Inspection Network International LLC v. J. Strout Holdings, LLC, J Strout Group, LLC, Jonathan Strout, and Jamie Strout, United States District Court for the Middle District of North Carolina, No. 24-cv-00146, filed February 23, 2024. The case was subsequently transferred to the United States District Court for the Northern District of Alabama (Case No. 2:24-cv-01110-RDP) on August 14, 2024. We took legal action against a former franchisee for violating their post-termination non-compete obligations following the expiration of their franchise agreement. The Court issued a permanent injunction on September 23, 2024 prohibiting the Defendants from competing against us. Defendants also agreed to a monetary settlement of \$41,000.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The "Initial Franchise Fee" for a WIN Business is ~~\$29,500~~ \$15,000. You pay us the Initial Franchise Fee when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances. In limited instances, we may allow you to finance a portion of the Initial Franchise Fee.

Included in the Initial Franchise Fee is initial training, certain computer software, and access to the Operations Manual, ~~and the registration fee for one attendee at your first WIN Convention.~~ We collected Initial Franchise Fees in ~~2023~~2024 that ranged between \$~~23,925~~23,600 to \$~~31,900~~29,500.

You will also pay us a fee of \$~~7,000~~9,500 to provide you with certain marketing and support services (“Startup Launch Program”) prior to opening your WIN Business. You pay us the Startup Launch Program fee when you sign the Franchise Agreement. This fee is not refundable under any circumstances.

WIN FOR AMERICA Program Discount

We implemented the WIN FOR AMERICA program to provide a financial incentive to veterans and first responders to purchase a WIN Business. If you (or if you are an entity, the majority of your shareholders, members, or partners) were honorably discharged from the U.S. Armed Forces or are/were a first responder, and you meet our other qualifications to be a WIN franchisee, the Initial Franchise Fee you pay us when you sign the Franchise Agreement will be reduced by ~~20~~5% to \$~~23,600~~. ~~To qualify, you must provide us adequate documentation of your honorable discharge (by submission of a form 1041 or other materials we deem acceptable) or establishing that you are/were a first responder~~14,250.

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ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	7% of monthly Gross Revenue or monthly minimum of \$280, whichever is greater.	Payable <u>at source and/or</u> on the seventh day of each month.	The minimum monthly Royalty Fee of \$280 is waived for the first 126 full months. We only accept payment by electronic funds transfer ("EFT"). See Notes 1 and 2.
System Brand Fee	4% of monthly Gross Revenue or monthly minimum of \$195, whichever is greater.	Payable on the seventh day of each month. Same as <u>Royalty Fee</u>	The minimum monthly System Brand Fee of \$195 is waived for the first 126 full months. The System Brand Fee must be paid along with the Royalty Fee. See Note 3.
Infrastructure Fee	\$350 <u>425</u> per month, plus \$90 per month per for each additional user <u>\$90 per month</u>	Payable on <u>by</u> the seventh <u>7th</u> day of each month.	<u>Renewing owners may pay lower fee.</u> The Infrastructure Fee includes access to the WINnovation Platform. See Note 4.
<u>Renewal Fee</u>	<u>\$0</u>	<u>Not applicable</u>	<u>See Note 5.</u>
<u>Call Center Fee</u>	<u>None currently</u>	<u>Same as Royalty Fee</u>	<u>We may mandate you to use a specific Call Center (as defined in Item 8) in the future. See Note 6.</u>
Financing Interest Rate	Currently 8 <u>12</u> % per year. Payable in 366 monthly installments.	Payable <u>by the</u> 7 th day of each month.	Only applicable if you receive financing from us and you and we enter into a promissory note. We only accept payment by EFT.
<u>Renewal Fee</u>	<u>\$0</u>	<u>Not applicable</u>	<u>See Note 5.</u>
Holdover Administrative Fee	\$350 per month	Only if incurred	If you continue to operate your WIN Business after termination or expiration of the Franchise Agreement, you must pay us this fee during your holdover period (in addition to any other amounts you owe).
Convention Fee	No fee for your first convention. For subsequent conventions, \$1,000 for the first attendee and \$395 for each additional attendee	Payable on <u>by</u> the seventh <u>7th</u> day of each month.	There is no fee for one person to attend <u>For</u> the first convention, <u>paid at the time of agreement signing</u> . For subsequent conventions, you must pay the Convention Fee by EFT, paid in equal monthly installments, even if you are unable to attend by EFT. We may increase the fee upon written notice. See Note 7.
<u>Bounced Payment</u>	<u>\$75</u>	<u>Only if incurred.</u>	<u>You must pay us for each returned payment by your financial institution.</u>
Interest on Overdue Payments	The lesser of 18% per annum or the maximum contract rate of interest permitted by law. Calculated as 12% annually on unpaid balances.	At time the late payment is paid.	Only applicable if you don't pay the <u>Payable on all overdue</u> amounts you owe on time. Interest will be charged only on late amounts and will begin to accrue on the date when the payment was originally due.
Records and Rights of Inspection (Audit)	The under reported amount plus the lesser of (a) 1.5% interest per month or (b) highest interest rate permitted by law. Cost of audit plus expenses plus amounts owed per the audit plus 12% annual interest on owed amounts	Only if incurred.	Only applicable if we require you undergo an audit for any period. See Note 68 .

Third-Party Transfer Fee	\$7,500	Before transfer.	<p>\$7,500 for transferring 50% or more ownership, the Franchise Agreement, or all or substantially all assets</p> <p><u>When a part or whole of your WIN Business:</u></p> <p>\$2,500 for all other transfers and related assets are sold to a third party other than an immediate family member.</p>	Before completion of transfer	Only applicable when the Franchise Agreement, or any interest in the WIN Business is assigned to any third party.
Attorneys' Fees and Other Costs	Will vary under the circumstances	Only if incurred.	<p>Only applicable <u>We may recover our costs and attorneys' fees if: i) you fail to comply with the Franchise Agreement, ii) we are joined in a lawsuit, or iii) administrative or legal proceedings are commenced against us involving you, in which case we may recover our costs and attorneys' fees.</u></p>		
Indemnification	Will vary under the circumstances	Only if incurred.	You must reimburse us for our losses and expenses as a result of third-party claims arising from your failures or breaches under the Franchise Agreement, your operation of the franchise or any other unauthorized acts.		
Digital and Online Assets Fee	\$500	Only if incurred.	<p><u>Following expiration of termination of the Franchise Agreement if you fail to transfer to us full ownership and administrative control of all digital and online assets related to the WIN Business within 5 days of written notice, you must pay us a \$500 per day penalty until full compliance is achieved.</u></p>		

~~All of the fees described in the table above are payable to us and via EFT unless otherwise noted and are non-refundable. The fees are uniformly imposed unless we, in our discretion, lower the fees.~~

Electronic Funds Transfer (EFT) Authorization and Timing. You are required to maintain and provide ongoing access for us to collect all fees and amounts you owe through electronic funds transfer ("EFT"), including ACH debits, direct withdrawals from your designated business bank account, or split transfers at the time of customer payment collection. This obligation does not require separate or additional authorization. We may initiate EFT withdrawals on a per-transaction, weekly, semi-monthly, or monthly basis, at our discretion. Your failure to ensure timely and uninterrupted EFT access is a material breach of this Agreement.

Designated Business Account for Client Collections and Fee Payments. You must designate and maintain a single, U.S.-based business bank account in the legal name of the entity operating your WIN Business (the "Designated Business Account"), used exclusively for the WIN Business. This account must be used to (i) receive all payments from clients and Referral Sources, and (ii) pay all fees and amounts owed to us or our affiliates via EFT. You may not use any other account, payment processor, collection method, or intermediary without our prior written approval. You must ensure that the Designated Business Account is fully funded and accessible for EFT at all times. You must give us at least fourteen (14) days' prior written notice before changing this account and must provide all documentation we request to update your EFT authorization. Failure to comply with these requirements constitutes a material breach of your financial and reporting obligations under the Franchise Agreement (see Item 17).

Required Use of Authorized Payment Methods. You must collect all customer payments using only the digital payment methods and merchant processing systems we designate, including credit and debit cards. You may not accept cash, checks, peer-to-peer transfers (such as Zelle, Venmo, or similar platforms), or

any other payment method we have not authorized—even if requested by a customer. This requirement is non-negotiable and is essential to ensure accurate reporting of Gross Revenue and the timely collection of fees at source. Use of unauthorized payment methods is a material breach of the Franchise Agreement. We may authorize limited exceptions in writing, at our sole discretion, but you should not expect such exceptions.

Returned or Failed Transfers. You are responsible for all penalties, interest, or fees associated with failed or rejected EFT transactions, including a returned payment fee of \$75 per occurrence.

The following describes the fees listed above.

Notes:

(1) Gross Revenue. “Gross Revenue” means the aggregate dollar amount from all sales of Approved Products and Services, and any other goods or services that we authorize you to offer, whether made, or provided directly by, or in connection with your WIN Business or the Marks you, indirectly through others, or through any business or individual acting on your behalf, including through any affiliate, related party, family member, or subcontractor, whether for cash or, credit, barter, or other non-cash payments or consideration at fair market value, regardless of collection in the case of credit, and without any deduction for any costs, including, for example, credit card processing fees, transaction fees, bank fees, or third-party booking platform commissions.

Gross Revenue includes, without limitation:

- (i) all sales of Approved Products and Services made or provided through your WIN Business;
- (ii) all sales of Approved Products and Services made or provided by you or any Principal Owner ~~directly,~~ or ~~indirectly~~ by any business or individual acting on your behalf, under your influence or control, including through any affiliate, related party, family member, or any subcontractor; and
- (iii) all ~~other~~ sales of Approved Products and Services made under any “doing business as” (DBA) name, assumed name, or alternate brand, whether or not using the Marks;
- (iv) all sales of Approved Products and Services made or provided by your WIN Business, whether or not using the Marks; and
- (v) all revenue from Approved Products and Services that are marketed, booked, scheduled, or fulfilled through WIN-approved materials, branding, systems, or platforms, including digital platforms or call centers.

Gross Revenue does not include :

- (a) bona fide gratuities paid by customers to ~~you or~~ your WIN Business employees that are not disguised service charges or compensation for Approved Products and Services;
- (b) any sales tax or other tax you collect from your customers and pay to the appropriate authority; and
- (c) any refunds ~~approved by us~~ that you give to your customers in good faith to advance the goodwill of the WIN Business.

For clarity, Gross Revenue includes all revenue for any Approved Products and Services offered, sold, or delivered by, through, or in connection with you, any Principal Owner, or your WIN Business, regardless of the entity, trade name, or channel used to perform or deliver such services, and regardless of whether the Marks were used in connection with those services.

(2) Royalty Fee. You must pay us a monthly Royalty Fee that is the greater of (a) \$280 per month, or (b) 7% of the Gross Revenue for the month. Your Royalty Fee will be due by the seventh of each calendar month for the prior month. For the first full ~~126~~ months from the date you sign your Franchise Agreement, the minimum Royalty Fee of \$280 will be waived and Royalty Fee will be equal to 7% of the Gross Revenue for the previous month; provided that if the Franchise Agreement is terminated due to ~~your breach of the Franchise Agreement~~ any reason, and if during any of the first ~~126~~ months after the Effective Date, you owed us less than the minimum Royalty Fee of \$280 per month in any month, you must pay us the difference between the minimum Royalty Fee of \$280 per month and what you actually owed us for each of those months. Your Royalty Fee will be due by the 7th of each calendar month for the prior month. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business performs.

(3) System Brand Fee. You must pay us a monthly System Brand Fee that is the greater of (a) \$195 per month, or (b) 4% of the Gross Revenue for the month for the marketing and promotional fund (the "System Brand Fund"). For the first full ~~126~~ months from the date you sign your Franchise Agreement, the minimum System Brand Fee of \$195 will be waived and System Brand Fee will be equal to 4% of the Gross Revenue for the previous month; provided that if the Franchise Agreement is terminated due to ~~your breach of the Franchise Agreement~~ any reason, and if during any of the first ~~126~~ months after the Effective Date, you owed us less than the minimum System Brand Fee of \$195 per month in any month, you must pay us the difference between the minimum System Brand Fee of \$195 per month and what you actually owed us for each of those months. Your System Brand Fee will be due by the 7th of each calendar month for the prior month. The monthly System Brand Fees will be deposited in the System Brand Fund, which is administered by us and consists of System Brand Fees paid by all franchisees. We may not deposit the System Brand Fee in a separate bank account; however, we maintain a ledger of the System Brand Fund receipts and disbursements. If we or our affiliates own any WIN franchises, they will contribute to the System Brand Fund in the same manner as all other franchisees. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business performs.

(4) Infrastructure Fee. You are required to pay us an Infrastructure Fee of ~~\$350~~425 per month for technology, services and support for one person's access to the WINnovation Platform (usually the Principal Owner or Designated Owner), and if applicable, an additional \$90 per month for each additional user. This fee includes maintenance support and services as well as the license and subscription fees for the WINnovation Platform ~~which. This fee includes the report writing system; customer management system; invoicing and payment processing system; learning and training system; online communities portal; business metrics reporting; booking, confirming, and communicating with your customers and referral sources; and creating, executing, and managing your agreements with customers. Also included is~~ access to and support for the WINnovation Platform, one wini.com email address. Also included is one, and a basic telephone number, which you must ~~utilize~~use as your WIN Business number. Enhanced phone features, such as call queues, are available at additional cost. Also included is technical support and maintenance for the WINnovation Platform. The Infrastructure Fee may be increased by us upon 90 days' notice ~~in the event our costs for providing such support are increased, or when we determine that maintenance, repair or upgrade will be required. The~~ to you. We will not increase the Infrastructure Fee more than 20% per calendar year and the Infrastructure Fee will not be adjusted more than once in a calendar year. You will perform ongoing maintenance, repairs and upgrades

for your computer hardware and software, at your expense, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement.

(5) Renewal Fee. You must, at a minimum of six (6) months prior to your renewal date, inform us in writing that you intend to renew your Franchise Agreement (“Renewal Notice”). There is no fee for renewal. If you do not provide us the Renewal Notice, we may decide to not grant you the opportunity to renew your Franchise Agreement. Providing us with a Renewal Notice does not automatically give you a right to renew. Rather, we may accept or deny your request to renew based on your past compliance with the Franchise Agreement.

(6) Call Center Booking Fee. Currently, there is no Call Center Fee. However, we may require with a 90 days’ notice that you must begin to utilize a call center mandated by us. Such a call center usage may entail a monthly fee and/or a per booking fee, which we estimate to be \$150-\$250 per month plus \$10-\$25 per booked inspection. We will not increase the Call Center Fee by more than 15% per calendar year. We may collect such fee at source by automatically deducting from the monies paid by clients for any job your WIN Business may perform.

(7) Convention Fee. You must pay the Convention Fee for your first WIN Convention when you sign the Franchise Agreement. For each subsequent WIN Convention, you must pay the then-current Convention Fee in monthly installments. You must pay the annual Convention Fee for the first attendee even if you fail to attend the WIN Convention to cover the costs and expenses we incur to provide you with the opportunity to attend the WIN Convention. You will be required to pay the convention fee for each additional attendee at the time of registration. The Convention Fee is currently \$1,000 for the first attendee, and \$395 for each additional attendee. We will not increase the Convention Fee by more than 15% per calendar year.

(8) ~~(6) Records and Rights of Inspection~~ Audit. We may require you to complete an audit at any time with no prior notice, including as a condition of renewing the Franchise Agreement. If we require an audit as a condition of renewal, you must pay the third-party auditor for the cost of the audit. If we require that you undergo an audit for any period, and the Gross Revenue or underlying metrics (such as number of inspections transacted) shown in your statements for that period should be found to be understated by more than 2%, you must immediately, after such findings, pay us for our cost of such audit plus reasonable expenses plus the understated amount and interest on the understated amount from the date of underpayment. We will pay the cost of the audit if the results of the audit show you did not understate your Gross Revenue or number of inspections by more than 2%.

~~(7) Convention Fee. You are not required to pay the Convention Fee for the first WIN Convention after you sign the Franchise Agreement, but you must pay the Convention Fee for any additional attendee for your first WIN Convention. For each subsequent WIN Convention, you must pay the Convention Fee, in monthly installments. The Convention Fee is currently \$1,000 for the first attendee, and \$395 for each additional attendee. After the first WIN Convention, you must pay a Convention Fee of \$1,000 even if you fail to attend the WIN Convention to cover the costs and expenses we incur to provide you with the opportunity to attend the WIN Convention~~

If you fail to produce accurate and complete records within 10 business days upon request or during any audit or inspection, or if the records provided are incomplete, inconsistent, or unreliable, we may estimate Gross Revenue based on available evidence including comparable franchise performance, historical data, sales patterns, or other factors we deem reasonable. In such cases, our estimate of Gross Revenue shall be final and binding, and royalties, fees, penalties, and interest will be assessed accordingly. Franchisee waives any right to dispute the estimate unless complete and verifiable records are submitted within the original response period. Payment of all such amounts calculated based on

estimates shall be due and payable in accordance with your fee schedule, and subject to any applicable late fees, interest, and enforcement rights under this Agreement.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR A START-UP WIN BUSINESS

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Note 1)	\$14,250 - \$15,000	Lump sum	When you sign the Franchise Agreement	Us
Initial Franchise Convention Fee (See Note 1)	\$23,600 \$29,500 <u>\$1,000</u>	Lump sum	When you sign the Franchise Agreement	Us
Real Estate and Improvements (See Note 2)	\$0	As incurred <u>Not Applicable</u>	As incurred <u>Not Applicable</u>	Approved Suppliers
WIN Branding Kit (See Note 3)	\$4,000 <u>\$3,700</u>	Lump Sum	Before opening	Approved Suppliers
WIN Vehicle Branding (See Note 4)	\$1,900 - \$3,100	Lump Sum	Before opening	Approved Suppliers
Inspection+ Tool Kit (Note 5)	\$4,100 <u>\$4,000</u>	As incurred	Before opening	Approved Suppliers
Computer Hardware and Software (See Note 6)	\$675 - \$2,700	As incurred	Before opening	Approved Suppliers
Insurance Premiums—First 3 Months (See Note 7)	\$800 - \$1,000	Monthly, quarterly, or yearly	Due upon set-up of coverage <u>Before opening</u>	Approved Insurance Carriers, and Associations
Business Organizational Filings and Licensing Fees (See Note 8)	\$750 - \$1,500 <u>\$3,000</u>	As incurred	Before opening	<u>Approved Suppliers</u> Government Agencies
Startup Launch Program (See Note 9)	\$7,000 <u>\$9,500</u>	As incurred	Before opening <u>When you sign the Franchise Agreement</u>	Us
Additional Funds—First 3 Months (See Note 10)	\$1,000 - \$2,500	As incurred	As incurred	Us, Approved Suppliers, and/or Various Third Parties
TOTAL (See Note 11)	\$43,825 \$55,400 <u>\$37,575</u> <u>- \$45,500</u>			

In addition to the fees described in Items 5 and 6, you ~~may~~ will be required to make the payments described above. All fees payable to us are non-refundable and ~~you must pay~~ be paid by EFT, unless otherwise noted. The fees are uniformly imposed unless we, in our discretion, lower the fees. The following describes the fees listed above.

Notes:

- (1) Initial Franchise Fee. The Initial Franchise Fee is described in Item 5.
- (2) Real Estate and Improvements. We recommend you operate your WIN Business from your home. We assume you have basic furniture in your home such as a ~~table~~desk and chair to conduct your business. If your home is not located in your Territory, you must receive our prior written approval to operate your WIN Business from your home. You may not use a virtual address or mailbox provider such as a P.O. Box or a UPS Store as your business address. You must operate from a physical location that complies with local zoning laws and any other applicable regulations.
- (3) WIN Branding Kit. Before you open your WIN Business, you will be required to obtain from our approved suppliers, the WIN Branding Kit that will provide (i) marketing materials including business cards and marketing brochures, and (ii) WIN branded apparel to wear when you meet with clients and referral sources, when you conduct inspections, and at other various business events. Many WIN Business Owners choose to invest in additional marketing products beyond the kit, which may increase to the expenditure on marketing materials by \$500 or more.
- (4) WIN Vehicle Branding. Before you open your WIN Business, you will be required to obtain from our approved suppliers the WIN branded decal package that conforms to our brand standards. If you live in a community that prohibits identified vehicles, we will grant you an exception so that you may use alternative vehicle identification instead. The costs of an Approved Vehicle (as defined in Item 8) are not included in Item 7 because we assume that you already own a vehicle that ~~will~~should meet ~~our~~the qualifications ~~as~~for an Approved Vehicle.
- (5) Inspection+ Tool Kit. Before you open your WIN Business, you must order the extensive tools and equipment we identify and require (the “Inspection+ Tool Kit”) for you to provide a wide variety of inspection services beyond a typical home inspection. You may, at your discretion and upon our subsequent approval, purchase additional equipment for various service offerings, for example sewer scoping, radon testing, and chimney inspections, among others.
- (6) Computer Hardware and Software. We assume you have a smart phone and ~~another~~a working ~~laptop or desktop~~ computer you may have purchased in the last four years. If you do not already own a smartphone and or a laptop or desktop computer, you must purchase those devices (and incur additional cost for those items) that meet our specifications to input inspection data into the WINnovation Platform and deliver electronic copies of the inspection report either on-site or within 24 hours after the inspection. You’ll be required to purchase a license for QuickBooks Online accounting software either directly from Intuit or another approved supplier mandated by us.
- (7) Insurance Premiums for First 3 Months. Before you open your WIN Business and at all times during the term of the Franchise Agreement (including all renewal periods), you must obtain and maintain in full force and effect insurance policies insuring you and us against any liability that may accrue by reason of your operation of the WIN Business. For example:
 - Professional liability insurance (also known as error and omissions insurance):
\$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - General liability and product liability insurance: \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - Commercial automobile insurance: \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - Workers’ compensation and occupational disease insurance: \$500,000 in the aggregate.

Other insurance as may be required by statute or regulation of the state in which you operate the WIN Business.

You must maintain such additional coverage and higher policy limits as we may reasonably specify from time to time via the Operations Manual.

You must name us, our affiliates, and our and our affiliates' respective owners, officers, directors and employees as additional insureds for each required policy. In addition, you must maintain workers' compensation insurance, employer's liability insurance, and any other insurance as may be required by law in the jurisdiction in which your WIN Business is located. We will provide you with a list of approved insurance carriers in the Operations Manual, and you must obtain required insurance coverages from an insurance carrier approved by us. In order to obtain and maintain these insurance policies, you will typically be required to pay part of the insurance premium upfront. We estimate that the cost of professional liability insurance, general liability insurance, and incremental endorsement for commercial auto policy on an existing auto policy to be \$3,200 to ~~\$3,600~~\$4,000 in the first year, with your initial insurance premium of approximately \$800 to ~~\$900~~\$1,000. The cost of coverage will vary based on ~~a~~ number of several factors, for example, the area in which your WIN Business is located, your experience with the insurance carrier, your loss experience, your expected level of sales, and other factors beyond our control.

(8) Business Organizational Filings and Licensing Fees. Before you open your WIN Business, you may need to obtain, at your own expense, any required certification, registration, or professional license. Costs associated with this can vary depending on your location. As of the date of this document and to the best of our knowledge, the states that are known to have laws, regulations or programs that require home inspectors to be certified, registered or licensed include the following: Alabama, Alaska, Arizona, Arkansas, Connecticut, Delaware, Florida, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Mississippi, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin. Other states may have trade practice laws or other laws or pending laws that affect how home inspectors conduct their business in those states. Municipal or county home inspection regulations may also apply in some areas. It is your responsibility to investigate your state or local requirements and plan accordingly. Certain states may require that you do field work such as "Ride-along Inspections" under the supervision of another licensed inspector. Such fieldwork may require additional time and expenses that will be above and beyond the estimates we have provided. You will be required to register an LLC in your state of business at your own expense.

(9) Startup Launch Program. You will pay the non-refundable Startup Launch Program fee at the time of signing the Franchise Agreement and before opening your WIN Business. We developed and operate the Startup Launch Program, which provides you initial start-up services as you initially launch your business.

(10) Additional Funds – First Three Months. This amount estimates the expenses you will incur during the first three months of startup of your WIN Business for various expenses such as accounting and/or legal services, gasoline and vehicle maintenance. We cannot guarantee that you may not have to spend more based on your local or state requirements, or other factors including marketing and training.

(11) Total Initial Investment. The figures stated do not include salaries, draws, your living expenses or applicable taxes, or fees payable to us (except as provided above). You should review these figures independently and with a business advisor before making any decision to invest in the WIN Business. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your WIN Business. However, we estimated this amount based on our and our predecessors' over

~~25~~³⁰ years of experience franchising WIN Businesses. Your costs will depend on factors such as how closely you follow our WIN Home Inspection System, your management skills and experience, local economic conditions, the prevailing wage rate, competition, the amount of the initial investment you finance, state and local licensing or certification requirements, and the sales level reached during the initial period.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a consistent brand and quality of products and services, you must maintain and comply with our quality standards. We will provide you information on these standards through the Operations Manual and other official communications we designate from time to time. These materials form part of the WIN Home Inspection System. As we determine trends in the marketplace or develop new marketing techniques, technologies, products and services, we anticipate that we will develop new and/or modify existing standards, and notify you through Operations Manual amendments. You must comply with all such mandatory standards.

In operating your WIN Business, you may only use approved or designated materials, supplies, equipment, tools, vehicle decals, vehicle wraps, WIN career wear, signs, inventory, supplies, forms, printed and electronic advertising materials that we have approved as meeting our specifications and standards for appearance, function and performance (“Approved Items”). You may purchase Approved Items from any supplier we approve or designate. We or one of our affiliates may be a designated or an approved supplier of one or more Approved Items.

Initial Products

Before you open your WIN Business, you must order from the approved suppliers the initial products we require, including products in the WIN Branding Kit and the Inspection+ Tool Kit. You must provide us proof of such orders before you open your WIN Business.

Vehicle

You must own or lease at least one vehicle that meets our standards and specifications for use in your WIN Business (the “Approved Vehicle”). Before you open your WIN Business, you must purchase the required WIN branded decal or wrapper package for your Approved Vehicle. You may not operate or advertise your WIN Business using any unbranded or unapproved vehicle. Failure to maintain an Approved Vehicle in the required condition may be treated as a material breach of your Franchise Agreement. You will utilize the Approved Vehicle in conducting the WIN Business. If your residential community prohibits identified vehicles, please refer to Note (4) in Item 7 for guidance on approved alternative vehicle identification methods.

The condition of your vehicle, among other factors, is expected to have a strong influence on the growth of your business. We may ask you to repair or replace the Approved Vehicle(s), including rebranding, rewrapping, or re-decating with our then-current requirements. If at any time in our reasonable judgment, the general state of repair, appearance, or cleanliness of the vehicle(s) does not meet our then-current standards, we will notify you accordingly and specify the action(s) you must promptly take to rectify the deficiency.

Computer Hardware and Software

We require that you obtain and use certain computer hardware and software to operate your WIN Business. We require you to use a smart phone purchased in the last 4 years for all inspections you

complete in your WIN Business (the “Inspection Device”). Additionally you may utilize a tablet computer for completing your inspections. We also require you to have a ~~laptop or desktop~~ computer to operate your WIN Business. You will be responsible for any accessories, repairs, replacement or upgrades to your ~~computer~~ Inspection Device and all other hardware, as mandated by the Operations Manual and as required for compatibility with WINnovation Platform. These items must meet our specifications, but you may purchase them from any vendor.

You must ~~use our proprietary bundle of software and services (the “WINnovation Platform”) in the operation of your WIN Business. You will pay us the monthly Infrastructure Fee to access the WINnovation Platform, which is currently \$350 per month, plus \$90 per month per each additional user. also use only the payment processing and collection systems we authorize, and all revenue must flow through your Designated Business Account as defined in the Franchise Agreement.~~

As of the issuance date of this Franchise Disclosure Document, we are the only approved supplier for the WINnovation Platform, and in the future, we may have another affiliate of ours be the partial or sole supplier of ~~other computer software~~ the WINnovation Platform.

Insurance

Before you open your WIN Business and at all times during the term of the Franchise Agreement (including all renewal periods), you must obtain and maintain in full force and effect those insurance policies we require, including but not limited to the following, insuring you and us against any liability that may accrue by reason of your operation of the WIN Business: Failure to obtain or maintain required insurance, or to name us as an additional insured, constitutes a material and non-curable breach of your Franchise Agreement.

Insurance Policy	Minimum Coverage Requirements
Professional Liability Insurance (also known as Error and Omissions Insurance)	\$1,000,000 per occurrence \$1,000,000 in the aggregate
General Liability and Product Liability Insurance	\$1,000,000 per occurrence \$1,000,000 in the aggregate
Commercial Automobile Insurance	\$1,000,000 per occurrence \$1,000,000 in the aggregate
Workers’ Compensation and Occupational Disease Insurance	\$500,000 in the aggregate

In addition to or if applicable in lieu of the above, you must maintain any other insurance as may be required by statute or regulation of the state in which you operate the WIN Business. If your state or local insurance requirements, including coverage requirements, are less stringent or lower than what we have specified, you must comply with our requirements. We will provide you with a list of approved insurance carriers, and related information in the Operations Manual, and you must obtain required insurance coverages from an approved insurance carrier. You must name us, our affiliates, and our and our affiliates’ respective owners, officers, directors and employees as additional insured for each required policy. All insurance policies must contain a waiver of the insurance company’s right of subrogation against us and must provide that we will receive prior written notice of any material change, termination, expiration or cancellation of any policy.

We may periodically change the minimum coverage and deductible requirements for you, and we may require different or additional kinds of insurance for you to reflect economic, industry, or standard changes in your liability and insurance coverage. We will provide you prior written notice and at least 45 days to obtain the revised insurance policies.

At least two weeks before you open your WIN Business, you must provide us with copies of the certificate of insurance, insurance policy endorsements, or other evidence of compliance with our insurance requirements. Further, you must send us a copy of the evidence of the renewal or extension of each insurance policy in a form we require, including certificate of insurance, at least two weeks before the expiration of your then current policy.

WIN Marketing and Promotional Materials

You may purchase from approved suppliers any approved marketing materials you want to use in your WIN Business, including brochures, business cards, career wear, promotional items, vehicle decals and wraps, signage, and other marketing materials. Additionally, you may purchase these materials from a third party provided the purchased materials comply with our standards as described in the Operations Manual. Immediately upon receipt of notice from us, you must stop using any marketing material you procured from a non-approved supplier if, solely in our judgment, that marketing material violates our policies and procedures or could adversely impact the Marks or the WIN Home Inspection System. We are the sole arbiter of whether any marketing materials conform to our standards, and our decision is final.

Supplier and Product Approval

You must purchase or lease certain Approved Items only from our designated or approved suppliers, which may include our affiliates or us. The Operations Manual will contain a list of approved manufacturers, suppliers, and distributors, and a list of approved items we deem necessary to operate your WIN Business. These lists may include suppliers from which you must purchase certain items, or specific brands or types of items that you may buy from any source provided that the items conform to the standards and specification we designated. Approved suppliers, specifications, and standards are determined based on the current needs for operating WIN Businesses, and we may make changes in the Operations Manual without prior notice.

With the exception of the WINnovation Platform, neither we nor our affiliates are currently the only designated or approved supplier of any other products or services. We and our affiliates reserve the right to be one of, or the sole, designated or approved supplier in the future.

We consider a variety of factors when considering which suppliers we will deem as approved suppliers, such as price, service, quality, warranty, delivery terms, ability to provide products and services that meet our specifications, responsiveness, and other commercially reasonable benchmarks. If you want to use a material, supply, equipment, product or sign that we have not yet approved, or you want to purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient information, specifications, and samples for us to determine whether the services, material, supply, equipment, product or sign complies with our specifications and standards, or whether the supplier meets our approved supplier criteria. We reserve the right to approve or disapprove without any obligation to provide an explanation of the approval criteria to you. Within 90 days of receiving your request, we will either accept or reject the proposed item or supplier. You will not distribute or offer for sale any products or services of the proposed supplier until you receive our written approval. Currently, we do not charge a fee to evaluate alternative supplier or items, but we reserve the right to charge a fee in the future. We may revoke our approval of any supplier or item with 30 days' prior written notice to you. Upon receipt of written notice of such revocation, you must cease to purchase from the disapproved supplier(s) or to purchase the disapproved item(s). Other than for your WIN Business, you will not, directly or indirectly, purchase products and services for a business (from which you may derive direct or indirect benefits) that plans to compete or is competing by offering Approved Products and Services without our prior written consent.

You are not entitled to challenge our selection of suppliers or specifications, and no sourcing flexibility exists unless explicitly granted by us in writing. You may not use, promote, or purchase competing tools, templates, or systems that replicate or substitute any part of the WINnovation Platform or other proprietary resources.

Call Center

You may be required to use answering and inspection booking services (“Call Center”) that we may provide through an approved supplier in the operation of your WIN Business. You will pay an additional booking fee for the Call Center services. We may, in the future, ourselves or through an affiliate, offer Call Center services, and you will be required to begin utilizing these services from us or our affiliate and pay the additional fee for these services to us or our affiliates within 90 days from receiving written notice from us. Failure to timely adopt required Call Center services once mandated by us or our affiliates may be treated as a breach under your Franchise Agreement.

Revenue and Rebates

During our last fiscal year ending December 31, ~~2023~~2024, neither we nor our affiliates received any revenues or rebates from the sale of required products and services to our franchisees. We and our affiliates reserve the right to collect rebates and other consideration from any third party designated and approved suppliers. These rebates or consideration may not be reasonably related to services we or our affiliate provide to these third parties. None of our officers owns an interest in an approved supplier. Some of our officers own an interest in us. We are not obligated to share any rebates or consideration we receive from designated suppliers with franchisees. These arrangements, if any, are used to support the overall WIN System and may offset administrative costs.

Miscellaneous

We estimate that the purchase of required items from designated or approved suppliers (which may include us or our affiliates), or those meeting our standards and specifications, will be approximately 40% to 45% of your total cost to establish your WIN Business, and between 10% to 25% of your total cost of operating your WIN Business.

We do not have any purchasing or distribution co-operatives as of the issuance date of this Franchise Disclosure Document. We may negotiate purchase arrangements with designated and approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises, based on the franchisee’s use of designated or approved suppliers or purchases of particular products or services.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	2	None 11
b.	Pre-opening purchase/lease	5 and 10(G)	5, 7, 8, 11
c.	Site development and other pre-opening requirements	2, 5, and 10(G)	None 11

	Obligation	Section in Franchise Agreement	Disclosure Document Item
d.	Initial and ongoing training	6 <u>and 10(F)</u>	11
e.	Opening	4(G), 5(A) <u>and 15(B)</u>	11
f.	Fees	3(B), 4, 6, 10(BD), 10(J), 11(B), and 13(C), and 15(C)	5, 6, <u>7, 11</u>
g.	Compliance with standards and policies/operations manual	3(B), 4(H), 5(E), 5(F) <u>5, 6, 7(C), 10, 11, 12(A)</u>	<u>8, 11, 16</u>
h.	Trademarks and proprietary information	2, 7, 8, and 14	13, 14
i.	Restrictions on products/services offered	2 and 10	8, 16
j.	Warranty and customer service requirements	10(C)	None
k.	Territorial development and sales quotas	2	12
l.	Ongoing product/service purchases	5(E), 7(C), 7(F) , 10, 11(A), and 12(A)	<u>8, 11</u>
m.	Maintenance, appearance and remodeling requirements	5(C), 5(D) <u>5(G)</u> and 10	None <u>8</u>
n.	Insurance	10(G)	<u>7, 8, 17</u>
o.	Advertising	11	6, <u>8, 11</u>
p.	Indemnification	4(J), 9(C-D), and 10(D) <u>21</u>	None <u>6</u>
q.	Owner's participation/management/staffing	10(F)	11, 15
r.	Records and reports	12 and 13	<u>6, 11</u>
s.	Inspections and audits	12 and 13	6, 11
t.	Transfer	15	17
u.	Renewal	3(B)	17
v.	Post-termination obligations	14(B) and 17	17
w.	Non-competition covenants	14	17
x.	Dispute Resolution	18 <u>and 19</u>	17
y.	Personal guaranty and payment obligations	15(G) and Exhibit D	10, <u>15, 22</u>
z.	Sublicense of software	5(E)	8
aa.	Vehicle requirements	5(G) <u>and 10(A)</u>	<u>7, 11</u>
bb.	Convention	<u>4(L), 6(D)</u>	<u>6, 11</u>
cc.	Promissory Note	4(B) and Exhibit E	5, 10
dd.	Grant of Security Interest	None	10 <u>None</u>

ITEM 10: FINANCING

Except as indicated below, we require that the Initial Franchise Fee described in Item 5 be paid to us at the time of signing the Franchise Agreement.

We may provide optional financing ~~available~~ for a portion of the Initial Franchise Fee to qualifying franchisees. We are not obligated to offer financing, and the decision to do so is entirely at our discretion. If you meet our qualifications, we may finance up to ~~\$10,000~~ 2,000 of your Initial Franchise Fee for up to ~~366~~ months, provided that at the time you sign the Franchise Agreement, you also sign the Promissory Note ("Note") attached as Exhibit E to the Franchise Agreement. The effective annual interest rate will be ~~8~~ 12%, and if we finance ~~\$10,000~~ 2,000 of your Initial Franchise Fee, your monthly payment will be ~~\$313.36~~ 341.85 for each of the ~~366~~ months of financing to pay off the loan and interest. The Note does not contain a prepayment penalty, does not require a security interest, and no person other than you (and,

if you are an entity, your Principal Owners) must sign the Note. A personal guarantee of the Note is required.

If you accept financing from us and sign the Note, you will be required to waive any right to presentment for payment, notice of non-payment, protest, ~~and~~ notice of protest, and notice of any renewals, extensions, amendments, or modifications of the Note. Other than as mentioned directly above, neither the Note, nor any other financing document you sign will contain any waiver of defense or similar provision.

If you default under the Note by not making payments when due, at our option, we may, in our sole discretion, take one or more of the following actions: (a) require you to immediately pay us the entire amount of the unpaid balance plus any accrued interest, and/or (b) terminate the Franchise Agreement. You must pay us any attorneys' fees and other costs we incur in collecting the monies owed by you to us. We also have the right to accelerate the Note if you are in default under the terms of the Franchise Agreement, the Franchise Agreement terminates, or if you assign or sell your WIN Business. For clarity, we may accelerate repayment of the Note even if you are not in default under the Note itself, but are in default under the Franchise Agreement or attempt to transfer or terminate the WIN Business. You must pay all amounts owed to us, including any amounts financed by us, before you may be allowed to assign or sell your WIN Business.

We have not in the past and do not currently intend to sell, assign, or discount to any third party the Note or any other financing document you sign.

If applicable, we will comply with appropriate laws and regulations governing direct financing we offer to you, such as the California Finance Lenders Law.

Other than as described above, we do not offer direct or indirect financing, we do not guarantee your loans, ~~lease~~ leases, or other obligations, and we do not receive payments or other consideration for the placement of financing. We reserve the right to ~~terminate our~~ modify, suspend, or eliminate this financing program or any of its terms at any time, ~~offer different terms or assist franchisees in obtaining financing in the future~~ in our sole discretion, without notice.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your WIN Business, we will:

- 1) Designate your Territory. (Section 2(A) and Exhibit B to the Franchise Agreement)
- 2) Conduct the mandatory training ~~that you must attend remotely, which may be remote~~ and/or in-person, and require you to complete all assigned modules and assessments to our satisfaction before ~~you may open~~ opening your WIN Business. (Section 6(A) of the Franchise Agreement)
- 3) Provide you access to the Operations Manual. (Section 6(F) of the Franchise Agreement)
- 4) Provide you with access to the WINnovation Platform. (Section 5(E) of the Franchise Agreement)

- 5) Provide you guidance, as needed, for procuring recommended computer hardware and software for your WIN Business. (Sections 5(C), 5(D) of the Franchise Agreement)
- 6) Assist you in procuring required services and products to establish your WIN Business. Provide you access to approved suppliers. (Section 6(E) of the Franchise Agreement)
- 7) Establish a digital and social media presence for your WIN Business. (Sections 7(C) and 10(H) of the Franchise Agreement)
- 8) Approve the assignment of the Franchise Agreement to a wholly owned entity, if you are an individual. (Sections 5(A) and 15(B) of the Franchise Agreement)

Operations Manual

We will provide you ~~electronic~~with access to the Operations Manual (as defined in Item 1), which contains proprietary policies, procedures, standards, and guidelines for operating your WIN Business ~~(the "Operations Manual") (Section 6(F) of the Franchise Agreement)~~. The Operations Manual is ~~not one fixed document but is instead a compilation of various documents and information we make available to you via our intranet as well as through videos, newsletters, emails, announcements on internal websites and portals, bulletins, notices and other periodic communications, whether in electronic or printed formats. The Operations Manual is provided to you via secure mechanisms such as password protected emails and websites. The Operations Manual is confidential and remains our proprietary information~~updated from time to time and is accessible through our intranet and other internal systems. You are required to comply with all portions of the Operations Manual in effect at any given time. You may not copy ~~or~~, reproduce, or share the Operations Manual or any part of ~~the Operations Manual in any format or share it~~ with anyoneany person not authorized by us in writing. ~~We may modify the Operations Manual from time to time, but the modifications will not alter your rights under the Franchise Agreement. The Operations Manual contains references and/or links to additional information including instructional videos, and the total number of pages is approximately 150. The table of contents is attached as Exhibit B.~~

WIN Office Location

The physical address of your WIN Business must be approved by us in writing before you can begin to operate your WIN Business (the "Approved Location"). The Approved Location should ideally be within your Territory. Without prior written consent from us, you are not allowed to use a virtual address as the address of your WIN Business. Even if we ~~approval~~approve your use of a virtual address as an Approved Location on a temporary basis, you must, within 30 days of our request, obtain and use a physical address instead. We recommend ~~that you operate~~operating your WIN Business from your home, subject to zoning laws and our written approval. You must have our written approval to change the Approved Location. We consider a number of factors in deciding whether to approve or require you to relocate an Approved Location, including the general location, the size of the location, and other relevant factors. If you fail to obtain an Approved Location within 30 days from the date you sign the Franchise Agreement, we may put you in default and terminate the Franchise Agreement.

Time to Open

Generally, the amount of time it takes to open your WIN Business from the date you execute your Franchise Agreement is between 60 and 120 days. Factors that may affect your ability to open the WIN Business include financing, state licensing requirements, training, and other factors. We require you to open the WIN Business within 120 days from the day you sign the Franchise Agreement. At your written

request, and in our sole discretion, we may ~~extend this deadline~~ grant a one-time extension for up to an additional 90 days. If you are not open for business within the required time, we may terminate the Franchise Agreement.

Post-Opening Assistance

During the operation of your WIN Business, we will:

- 1) Provide you access to updates to the Operations Manual. (Section 6(F) of the Franchise Agreement)
- 2) Provide updates or replacements to the WIN Home Inspection System infrastructure, including the WINnovation Platform. (Section 5(E) of the Franchise Agreement)
- 3) Host periodic WIN Conventions. (Section 6(C) of the Franchise Agreement)
- 4) Manage the System Brand Fund. (Section 11(B) of the Franchise Agreement)
- 5) Provide you with a personalized web page on our website, ~~company~~ business email address, and periodic updates on the business. (Section 10(H))
- 6) Provide reporting on business metrics. (Section 6(E) of the Franchise Agreement)

~~Although we~~ We may, but are not ~~required, we may~~ obligated to, provide additional support ~~and beyond what is described here. Any such~~ assistance, ~~as we deem appropriate will be discretionary, non-binding, and may be modified or withdrawn at any time.~~ The nature, frequency, and length of our assistance will be at our discretion. Our representatives may be available by phone and/or email during normal business hours. (Section 6(E) of the Franchise Agreement.)

We may assist you in establishing prices, but you are solely responsible for setting your own prices. We reserve the right to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to third parties chosen by us. Except as described above, we do not provide any additional assistance to you.

Advertising

System Brand Fund

We operate the System Brand Fund. We may use the System Brand Fund to conduct brand advertising, marketing, promotional and public relations campaigns, including paying for the cost of personnel, research, design, ~~implementing and~~ tools and techniques for digital, social media and print marketing, and preparing and conducting print, radio, television, Internet, electronic, digital and billboard advertising and the WIN Convention, and employing outside agencies with the objective of protecting and enhancing the Marks and WIN® system. Further, we may use the System Brand Fund to develop marketing and promotional materials for use in national, regional, or local markets. We may contract with outside advertising agencies and third-party vendors for certain marketing initiatives and promotional materials and to create and implement marketing and public relations campaigns. Not all example activities listed here may be implemented. We will determine, at our sole discretion, the use of the monies in the System Brand Fund. We are reimbursed for all expenses and costs incurred by us related to the promotion of the WIN® system and the Marks, including personnel costs as well as reasonable administrative costs and overhead we incur in administering the System Brand Fund.

System Brand Fees that are not spent in any fiscal year will be carried over for future use. We may make loans to the System Brand Fund bearing reasonable interest to cover any deficit of the System Brand Fund and cause the System Brand Fund to invest the surplus for future use by the System Brand Fund. System Brand Fees will not be used for advertising principally directed at the sale of franchises. We are not required to spend any amount from the System Brand Fund on marketing or advertising in your Territory. We may not deposit the System Brand Fee in a separate bank account; however, we maintain a ledger of the System Brand Fund receipts and disbursements. ~~Within 90 days of receiving your~~

If you submit a written request received by us no later than April 30 of any year, we will provide you with an ~~annual~~ unaudited statement of the receipts and disbursements of the System Brand Fund for the prior calendar year, in a format ~~that~~ we determine, within 90 days of receiving such request. We are not required to respond to any requests submitted after April 30. Late requests will not be carried over, and you must submit a new, timely request the following year if you wish to receive a statement for the that calendar year ~~prior to the date of your written request~~. This deadline ensures consistent and efficient administration of the System Brand Fund and avoids the resource burden of responding to off-cycle or piecemeal requests.

You will pay us a monthly System Brand Fee ~~that is the greater of (a) \$195 per month, or (b) 4% of the Gross Revenue for the preceding month. For the first full 12 months from the date you sign your Franchise Agreement, the minimum System Brand Fee of \$195 will be waived and System Brand Fee will be equal to 4% of the Gross Revenue for the previous month; provided that if the Franchise Agreement is terminated due to your breach of the Franchise Agreement, and if during any of the first 12 months after the Effective Date, you owed us less than the minimum System Brand Fee of \$195 per month in any month, you must pay us the difference between the minimum System Brand Fee of \$195 per month and what you actually owed us for each of those months~~ as specified in Item 6. The System Brand Fees will be deposited in the System Brand Fund, which is administered by us and consists of all System Brand Fees paid by all franchisees. If we or our affiliates own any WIN franchises, they will contribute to the System Brand Fund in the same manner as franchisees.

In the year ended December 31, ~~2023~~2024, the System Brand Fund expenditures were:

Brand Infrastructure	20% <u>24%</u>
Digital Marketing Services	73% <u>65%</u>
Administration/Brand Support	7% <u>11%</u>
TOTAL	100%

The expenditures include a proportional allocation of the compensation and expenses of our in-house resources. Administration/Brand Support includes our expenses and staff compensation incurred for supporting the brand and related administrative functions.

Recommended Additional Local Promotion

In addition to the System Brand Fund, after the first 3 months after signing of your Franchise Agreement, we recommend you spend at least ~~\$1,000~~\$1,200 per month on additional local marketing, and typically between 5% and 10% of your Gross Revenue on additional local marketing including digital and local advertising. You must use our approved marketing and promotional materials purchased from approved suppliers to promote your WIN Business. You may, at your own cost, develop ~~your own~~local marketing materials. ~~However, before~~but you may not use ~~or~~, publish ~~the materials, you must obtain, or distribute~~

them without our prior written ~~permission~~approval, which may be withheld in our sole discretion. If we inform you that any of your marketing materials do not satisfy our standards, which we will determine at our sole discretion, you must immediately cease using such materials.

Startup Launch Program

We developed and operate the Startup Launch Program to provide you with certain initial start-up services as part of the launch of your WIN Business.

Franchisee Advisory Council

We created, sponsor, and endorse the Mentorship Advisory Council ("MAC"), whose purpose include individual and collective growth of all our franchise owners. MAC serves solely in an advisory capacity and has no decision-making authority. We have the right to form, change and dissolve the MAC and its bylaws without prior notice, including amending the nomination process and adding or reducing the number of MAC members.

Cooperatives

You are not required to join in any organizations or associations of franchisees, advertising council, or cooperative that we may establish or that is established at our direction for promoting, coordinating, and purchasing advertising.

Computer Hardware, Software, and Other Technology

Hardware

The Inspection Device is an important tool you must use when you conduct inspections. ~~We will provide you with ongoing support for operational systems and services included in the WINnovation Platform.~~ You will use the Inspection Device to input inspection data into the WINnovation Platform and deliver electronic copies of the inspection report either on-site or within 24 hours after the inspection.

We require that you use certain additional computer hardware such as a desktop or laptop computer or tablet to operate your WIN Business. The Operations Manual will have further information on such required and optional computer hardware and software. We anticipate you may already own such hardware, in which case you will not have to incur additional expenses. If you do not already own such hardware, we estimate the cost ~~to be between \$675 to \$2,700~~as specified in Item 7. You will be responsible for purchasing accessories, and any repairs, replacement or upgrades to the Inspection Device. You may need to purchase a data plan to support internet access to the Inspection Device, and the estimated cost of a data plan is typically \$10-\$20 per month when added to an existing mobile plan. You will also be responsible, at your own cost, to replace, upgrade, or otherwise update your computer and related hardware and software, as we require, and there is no contractual limitation on the frequency or costs of these obligations in the Franchise Agreement. While we recommend you deliver the inspection report electronically, you may, at your own time and expense, print inspection reports and deliver them in a presentation binder. All of these items must meet our specifications but can be purchased from any vendor.

The WINnovation Platform

~~We provide you access to, and you must use in the operation of your WIN Business, the WINnovation Platform, our proprietary bundle of software, services and data storage to assist you with operating and marketing your WIN Business, including report writing system, customer management system, invoicing~~

~~and payment processing, training programs, forums; booking, confirming, and communicating with customers and referral sources; and creating, executing, and managing your agreements with customers. We may provide you with data in the WINnovation Platform, such as lists of clients and referral sources. It will be your responsibility to verify the accuracy and relevance of such data. We make no representations or warranties to the accuracy or completeness of such data. We will provide ongoing maintenance, repairs, upgrades or updates for WINnovation Platform and related data storage services. We may change or replace any part of WINnovation Platform, and in the event of any such changes, we will assist you in incorporating those required upgrades and replacements.~~

~~You are required to~~

The WINnovation Platform (as defined in Item 1) is required for operating your WIN Business. It includes certain tools and systems that we may develop, license, enhance, or replace over time. You must implement and use the most current version of the WINnovation Platform ~~or~~ and any component thereof, together with all updates, upgrades, or components we designate.

~~If you do not comply with the requirements and the steps outlined by us to receive and begin utilizing the most current updates to the WINnovation Platform fail to adopt updates or do not follow our technical instructions, you may be subject to additional fees and we may terminate, suspension of access, or termination under the Franchise Agreement. If you or we run into any technical issues that are inherent in updating computers and software programs (for example arise during the update process (e.g., compatibility issues between problems or outdated hardware and software, age of hardware, or due to even minor deviations by you in following the steps outlined by us to complete the upgrade process), you must reasonably cooperate work with us to find alternative methods or solutions to complete the updates. in good faith to promptly resolve the issues and bring your WIN Business into compliance.~~

We may provide data through the WINnovation Platform, such as but not limited to client or referral source lists. You are responsible for verifying its accuracy and relevance. We do not warrant the completeness or accuracy of any such data.

~~You may be required to accept customary terms and conditions and, or privacy policies in order to access or continue using any part of the WINnovation Platform or any component thereof.~~

Other Software and Programs

Currently, we require you use QuickBooks® Online for bookkeeping. You must pay a third party, such as Intuit or an authorized reseller, to license the software. We estimate the current cost for such software programs is approximately \$55 per month for annual plan. This does not include the cost associated with ~~the~~ accounting or bookkeeping support.

Data Ownership, Access, and Control

We own and have the right to have independent access to any and all information, photos, videos, and data stored or generated by your WIN Business or by any of your affiliates while using our proprietary and confidential information including our Marks, WIN Home Inspection System, Inspection Device, WINnovation Platform, or any other computer or software associated with your WIN Business, including information and data related to customers, referral sources, inspections, and financials and any other related information. There are no contractual limitations on our right to access, use, and aggregate such information and data in any way we see fit. We have the sole right to determine the names of and information contained in any digital marketing programs or digital assets, including social media profiles, pertaining to your WIN Business. We may change the names of or information in any marketing

programs, digital assets and social media profiles pertaining to your WIN Business without any prior notice. We may use or aggregate such information and data in any way we see fit. We own and will have access to social media accounts regarding your WIN Business, whether created by us or by you. You must comply with any written request from us to modify, remove, or delete any statement from you, whether in print or online, that we believe is not consistent with or could be detrimental to the WIN Home Inspection System brand or the Marks.

Training

Training for New Franchisees

The Designated Owner and any other person who will conduct inspections on behalf of your WIN Business who we approve ("Participant") must complete our multi-prong training program in-person and/or via videoconferencing and/or audioconferencing, conducted remotely and/or at our corporate headquarters in Chicago, Illinois, and/or at another location that we may determine ("Training Program") to our satisfaction, unless we make an exception based on your prior experience, before you can open your WIN Business. The Participant must complete all the training course(s) that we will assign.

We generally offer the Training Program six to ~~eight~~ten times per year, but that ~~number~~frequency may change without notice. The Training Program includes ~~three weeks of~~ training regarding business operations, marketing your WIN Business, technical aspects of home inspection, and technology systems in the WIN Home Inspection System. ~~We will not pay you for any services you perform in connection with the Training Program, and you~~ You will be responsible for all travel and living expenses in connection with the Training Program. In addition, the Participant may be required to conduct ~~approximately 20~~ practice home inspections to satisfy local licensing and certification requirements. We will not pay you any compensation ~~whatsoever~~ for any ~~such~~ practice inspections. You are responsible for all equipment, third party services, travel and living expenses you or the Participant may incur for the Training Program. Once the Participant completes the Training Program to our satisfaction and earns a passing score on the technical exams ~~where applicable or deemed necessary by us~~, the Participant will become a "WIN Certified Inspector." We may offer additional training programs or refresher courses for continuing technical education from time to time. You must comply with the requirements of such additional training programs to maintain your status as a WIN Certified Inspector, and your status as a WIN Certified Inspector may be revoked if you fail to meet ongoing certification standards.

Additionally, you may be required to complete additional training classes and/or pass specific exams to attain and maintain local licenses and certifications. You will complete such classes and/or exams at your own cost and within reasonable time. We may supplement training programs with third-party suppliers to provide you with relevant and timely training. The following provides an estimated breakdown of the training hours ~~over the 90 days of training~~ for the Designated Owner or a Participant. If the Participant is primarily conducting inspections and not supporting business operations including marketing, the training hours for such Participant is expected to be less than those outlined below. ~~Classroom training~~ Training hours include the hours spent in reviewing and completing virtual live as well as non-live training modules and classes. ~~On-the-job~~ Field and practical training hours include the hours spent in completing field assignments under the supervision of qualified inspectors or training team, as well as independent assignments that you will be asked to complete. The training hours specified in Item 11 represent an estimated minimum requirement. The actual hours may exceed this estimate and are subject to change based on your performance, operational readiness, and regulatory requirements. You acknowledge that successful operation of the franchise may necessitate additional training beyond the minimum hours specified, and you agree to complete all required training as determined by us.

TRAINING PROGRAM

TECHNICAL TRAINING PROGRAM ESTIMATED HOURS:

Subject	Hours of Classroom Training	Hours of On-The-Job Field Training	Location
Exterior	9 <u>8</u>	8 <u>3</u>	Locally or Chicago, Illinois or remotely
Structure, Attics and , Crawlspace	11 <u>8</u>	10 <u>3</u>	Locally or Chicago, Illinois or remotely
Roofing	9 <u>8</u>	8 <u>3</u>	Locally or Chicago, Illinois or remotely
Interior	9 <u>8</u>	10 <u>3</u>	Locally or Chicago, Illinois or remotely
HVAC	11 <u>10</u>	8 <u>5</u>	Locally or Chicago, Illinois or remotely
Plumbing/Fuel Systems	7 <u>8</u>	8 <u>3</u>	Locally or Chicago, Illinois or remotely
Electrical	9 <u>10</u>	9 <u>5</u>	Locally or Chicago, Illinois or remotely
National SOP/COE	3	0	Locally or Chicago, Illinois or remotely
Ancillary Services	28 <u>26</u>	24 <u>10</u>	Locally or Chicago, Illinois or remotely
NRPP Radon	12 <u>16</u>	4 <u>1</u>	Locally or Chicago, Illinois or remotely
Inspections & Report Writing	21 <u>10</u>	56 <u>20</u>	Locally or Chicago, Illinois or remotely
Business Technology	8 <u>10</u>	4	Locally or Chicago, Illinois or remotely
Total Hours	137 <u>125</u>	149 <u>60</u>	

BUSINESS TRAINING PROGRAM ESTIMATED HOURS:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Industry Overview	4	0	Locally or Chicago, Illinois or remotely
Risk Management	5	3	Locally or Chicago, Illinois or remotely
Financial Management	4	8	Locally or Chicago, Illinois or remotely
Business Operations	11	8	Locally or Chicago, Illinois or remotely
Relationship Management	8	20	Locally or Chicago, Illinois or remotely
Total Hours	32	39	
<u>& MARKETING TRAINING PROGRAM ESTIMATED</u>	Hours of Classroom Training	Hours of On-The-Job Practical Training	Location

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
HOURS:Subject			
Insurance/Risk Management	<u>5</u>	<u>3</u>	Locally or Chicago, Illinois or remotely
Financial & Business Operations	<u>4</u>	<u>10</u>	Locally or Chicago, Illinois or remotely
Relationship Building	<u>8</u>	<u>16</u>	Locally or Chicago, Illinois or remotely
Sales & Marketing Management	25 <u>7</u>	25 <u>8</u>	Locally or Chicago, Illinois or remotely
Digital and Online Marketing Individualized Business Launch Readiness	9 <u>15</u>	20 <u>8</u>	Locally or Chicago, Illinois or remotely
Total Hours	34 <u>39</u>	45	

TRAINING PROGRAM ESTIMATED HOURS SUMMARY:

Subject	Hours of Classroom Training	Hours of On-The-Job Field Training	TOTAL HOURS
Technical	137 <u>125</u>	149 <u>60</u>	286 <u>185</u>
Business & Marketing	32 34	39 45	71 79 <u>84</u>
Total Hours	203 <u>164</u>	233 <u>105</u>	436 <u>269</u>

The experience of our instructors includes the following:

Patrick Knight. Before joining WIN's predecessor in August 2002, Mr. Knight owned a WIN franchise in Bellevue, Washington. Mr. Knight's primary role is to oversee the technical aspects of the franchise training program as well as the field support program, which provides onsite assistance and guidance to WIN franchisees. Additionally, he provides operations support for improvement and training to franchise owners and assists with policy and procedure development for the WIN Home Inspection System. He holds a Bachelor of Arts in Education from Washington State University and has more than 29 years of teaching and training experience.

Josh Rogers. Before joining WIN in August 2022, Mr. Rogers owned a WIN franchise in Chicago, Illinois. Mr. Rogers' primary role is to provide coaching, guidance, and assistance to WIN franchisees. Before owning his WIN franchise, Mr. Rogers worked as a home inspector with another WIN franchise owner for nearly five years.

Abby Firmstone. Ms. Firmstone provides support in training, marketing and start up for new franchise owners. Ms. Firmstone joined WIN as Marketing Coordinator in February 2021. Her background includes assisting on marketing and training initiatives to help support growth.

Shubha Gangal. Ms. Gangal oversees and provides training and business coaching in sales, marketing, and business operations. Ms. Gangal joined WIN as Vice President of Marketing in November 2018. Ms. Gangal's experience as a successful entrepreneur and advisor to small and mid-sized businesses gives her a unique perspective in understanding and mitigating the pain points of small businesses, including developing actionable marketing plans to spur growth.

Will Rosler. Mr. Rosler provides support in operations, business accounting and management. His background includes investing, operations and consulting with five years of experience as a private equity professional. He received a B.A. in Economics from Northwestern University.

Praful Mittal. Before joining WIN in November 2018, Mr. Mittal had extensive involvement in streamlining and growing businesses in a number of industries. Previously, he has had leadership roles in private equity, consulting and operations. He received degrees in business and software design from Massachusetts Institute of Technology and Northeastern University.

In addition, we have developed a network of other WIN franchisees who may be involved in providing training support across the WINnovation Platform and other areas.

Your Employees' Certification Requirements

Any individual conducting home inspection services on your behalf ~~of your WIN Business~~ must ~~also~~ be a WIN Certified Inspector. An individual may become a WIN Certified Inspector by completing our designated training program ~~that we designate, completing, including~~ the technical ~~part of the Training Program~~ portion, and earn ~~earning~~ a passing score on the applicable technical exams ~~where applicable or deemed necessary, as determined~~ by us. ~~Moreover, there~~ We may ~~be a requirement~~ also require such individuals to complete additional training or continuing education based on changes in our system, technology, or industry standards.

Additionally, you are responsible for ensuring that any individual conducting inspection services on your behalf complies with all applicable local, state, or federal licensing or certification requirements. You must ensure such individuals complete any required training classes and/or pass specific required exams to attain and maintain local licenses and certifications, at your own cost/expense and within reasonable time a timeframe that complies with applicable law. We may require existing franchisees or their employees to attend certain or re-attend specific parts of the training program based on a number of factors including the relevant to maintain compliance with evolving statutes and, regulations, or WIN standards.

Training for Other Inspection and/or Testing Services

~~Prior to~~ Before offering ~~other types of any additional~~ inspection and/or testing services, ~~you must either become licensed, if licensing is required by any statute or regulation, or obtain training to perform such inspection and/or testing services. We may offer in-house (such as radon, mold, sewer scope, or chimney inspections), you must obtain all licenses and certifications required by applicable statutes or regulations. In addition, we may require you to complete WIN-approved training programs, which may be offered by us or partner with a third party to provide you with training providers. You will be~~ are responsible for all costs ~~for~~ associated with such training ~~with third parties.~~

We may also require that you ~~to carry/maintain~~ additional or modified insurance ~~before you attend the coverage as a condition for attending such training or offering the corresponding services. You may not offer any such services until all required training, licensing, and before you begin providing such inspection and/or testing services~~ insurance conditions are satisfied.

WIN Annual Convention and Continuing Education

We periodically host ~~a convention (the "WIN Convention") where you have the opportunity, which provides opportunities~~ to network with other WIN franchisees, attend workshops, and ~~learn new~~

~~skills receive system updates.~~ We may, ~~at our discretion,~~ hold all or part of the Convention remotely via online videoconferencing. ~~For your first WIN Convention, you are not required to pay the Convention Fee for your first attendee. For each subsequent year, you~~ virtually, in person, or in hybrid format, at our discretion. You must pay the non-refundable Convention Fee as described in ~~monthly installments.~~ The Convention Fee is currently \$1,000 for the first attendee and \$395 for each additional attendee. Even if you fail to attend the WIN Convention, you must pay a Convention Fee to cover the costs and expenses we incur to provide you with the opportunity to ~~Item 6, regardless of whether you~~ attend the WIN Convention.

~~During~~ Throughout the term of the Franchise Agreement, we may require you (and your Designated Owner or any other participants) to attend additional training, webinars, seminars, ~~and/or other~~ programs to ~~continue your education and~~ maintain your status as a WIN Certified Inspector. You must attend all ~~such~~ mandatory training ~~programs~~ sessions and, ~~as necessary, pay~~ are responsible for all related expenses ~~incurred to attend these programs,~~ including training materials, instructors, transportation travel, lodging, meals, instructor fees, materials, and wages for any employees who attend.

We recommend that you maintain active membership in ~~good standing in~~ one or more ~~industry~~ professional industry associations that ~~are approved by us~~ we approve. Participation in these organizations helps support industry standards and continued professional growth.

ITEM 12: TERRITORY

Rights Granted

We ~~grant you a Territory with a designated size and location for you to establish your office and to operate~~ will designate a specific geographic territory for your WIN Business. ~~Your (your "Territory shall be designated by us"), which will typically consist of ZIP codes and be attached as an exhibit to the your~~ Franchise Agreement. ~~Your territory will comprise a geographical area typically identified by zip codes. You will not receive an exclusive Territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We do not currently own any outlets or control any competitive brands. There is no standard size of a territory.~~ We designate ~~the Territory~~ Territories based on ~~many~~ multiple factors, ~~including but not limited to~~ which may include population size and density, number of housing units, ~~real estate agents and real estate offices,~~ volume of real estate transactions, ~~variability in local~~ agent concentration, market conditions, and competition, ~~the number of existing WIN franchisees, if any, already in the geographic area and the growth plans of any such WIN franchisees already in the Territory. We may grant other WIN franchisees the same or overlapping Territories, based on our assumptions of your future performance.~~ There is no standard size or guaranteed market ~~share~~ potential for ~~WIN franchisees in the~~ a Territory ~~and other factors.~~ A Territory generally will have a population of at least 50,000 but factors including population density, travel distances, and mutually negotiated areas could result in a smaller number.

~~You may only visit agents or prospective clients for marketing your WIN Business within the Territory. You may digitally market your WIN Business (i) within the Territory; and (ii) outside the Territory so long as your digital marketing efforts do not target any part of the territory of another WIN franchised business. We have no obligation to market your WIN Business outside the Territory. You may not attend open houses or visit agents' offices outside the Territory. You may attend regional and national marketing and trade events outside the Territory. You may sell~~ You are expected to focus your marketing, networking, sales, and client development activities within your designated Territory and to build relationships with clients and Referral Sources located in that area. You may not attend open houses, visit agent offices, or engage in other marketing activities outside your Territory, except when participating in regional or national trade events or as otherwise authorized by us in writing.

You may engage in general digital marketing for your WIN Business — including business listings, online reviews, paid digital ads, and social media — provided that:

- Your activities do not specifically target individuals, organizations, or markets within the designated Territory of another WIN franchisee;
- Your efforts remain primarily focused on your own Territory and follow our digital marketing standards and systems, including the use of websites, platforms, and tools that we provide or approve;
- You comply with all brand standards, acceptable use policies, and applicable marketing guidelines we communicate through the Operations Manual or other official sources.

If you have existing relationships with Referral Sources or clients outside your Territory that were developed in good faith prior to the Effective Date of your Franchise Agreement, you may continue communication through our approved CRM tools and marketing systems, provided that all future outreach remains primarily focused on your designated Territory.

You may respond to unsolicited inbound inquiries from outside your Territory if:

- The inquiry was not the result of targeted or prohibited outreach;
- You are properly licensed and authorized to provide the requested services in the location where the services will be performed;
- And your response and performance comply with our technical, legal, and brand standards.

You may also provide Approved Products and Services to ~~persons or properties~~ clients located ~~inside as well as outside~~ the your Territory ~~so long as, at our request, you can provide evidence that the source of~~ (and we and other franchisees may provide Approved Products and Services to clients located in your Territory):

- If the referral ~~was developed (a)~~ originated from within the your Territory, ~~or (b) through digital marketing in a manner compliant with the Franchise Agreement, or (c) from;~~
- If the client contact or lead was generated through WIN corporate advertising or national partnerships;
- If the lead was assigned to you by us under the National Accounts Program;
- Or if the client or Referral Source was already part of your client database before the Effective Date of your Franchise Agreement, and your ongoing outreach complies with our marketing protocols.

With our prior written ~~consent, which we have the right to deny or revoke at any time~~ approval and subject to our conditions, you may ~~(i) establish or maintain;~~

- Maintain business social media profiles ~~and/or~~ online accounts ~~on other Internet sites to that reference or~~ advertise your WIN Business, ~~and (ii) offer;~~

- Offer or sell any Approved Products and Services on the Internet (or any other existing or future form of electronic services through digital platforms or communication); channels we approve;

~~We reserve the right to operate, or to grant other persons the right to operate, WIN Businesses from any location or within any geographic area, including within your Territory, and on terms and conditions we deem appropriate, including through the Internet, telemarketing, or other direct sales. We reserve the right to, or to grant other persons the right to, sell any products or services under the Marks or under any other trademarks or service marks. We may also merge with, acquire or become associated with any businesses using other systems or other marks, and those businesses may (a) convert to or operate under the Marks or other trademarks, (b) offer or sell products and services that are the same or similar as the products and services your WIN Business offers, and/or (c) be located within or outside the Territory. We may operate and grant to others the right to operate, home inspection businesses under trademarks other than the Marks and under terms and conditions we deem appropriate. We may carry out any of the above stated actions without compensation to you. There are no restrictions on other business activities in which we may engage within a Territory.~~

~~We may establish a national accounts program ("National Accounts Program") where we partner with other businesses or individuals to create additional business opportunities for you and other WIN franchisees. We reserve the right to negotiate and set pricing for the National Accounts Program, and to require you to participate in the National Accounts Program. Once established, details of the National Accounts Program will be provided and updated in the Operations Manual.~~

- Provided that you do not use such tools to initiate new outreach targeted to Referral Sources or markets outside your Territory unless we have given prior written consent.

~~You are not granted an option, right of first refusal, or similar right any guaranteed opportunity to expand into, acquire ~~any additional geographic area outside your Territory. If you were to seek, or claim additional Territories at a future date, we may grant you additional Territories, solely. If you wish to operate in additional geographic areas, you must submit a request and, if approved, sign a separate Franchise Agreement under our then-current terms. We may grant or deny such requests at our sole discretion, under separate, then-current Franchise Agreement(s). Neither we nor any of our affiliates operate, franchise, or have current plans to operate or franchise any business selling the products and services authorized for sale at a business under any other trademark or service mark.~~~~

WIN Office Location

⋮

Your Territory is non-exclusive. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.. You may face competition from:

- Other WIN Businesses;
- Corporate marketing campaigns;
- Online, third-party, or national programs;
- New or affiliated brands, products, or services that we create, acquire, or partner with.

We reserve the right to:

- Operate or authorize the operation of WIN Businesses inside or outside your Territory;

- Sell or fulfill services under the Marks (or other brands) through any channel, including websites, call centers, partnerships, or emerging platforms;
- Merge with, acquire, invest in, or partner with other companies offering similar or competing products or services;
- Expand or modify our system, technology, or business models at any time;
- Do any of the above without notice or compensation to you.

We recommend that you operate your WIN Business ~~office is located in~~ from your ~~home~~ residence. You may not ~~relocate~~ change your ~~WIN Business office unless you have~~ business address without our prior written approval. You may not use a virtual address ~~for or mailbox service as your WIN Business~~ business address without our ~~prior~~ express written ~~permission~~ consent. Even if ~~we approval your use of~~ a virtual address ~~as an Approved Location on a temporary basis, you must, within 30 days of our request, obtain and use a physical address instead. You must have at least one business telephone line dedicated~~ is temporarily approved, you must transition to a physical address within 30 days of our request.

Neither we nor our affiliate operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those the WIN Business. You must use the telephone number provided by us as your WIN Business office telephone line franchisee will offer.

ITEM 13: TRADEMARKS

The Franchise Agreement grants you the right to open and operate a home inspection business under the “WIN Home Inspection” marks and any other brand, trade names, trademarks, service marks, logos, and proprietary marks we may authorize you to use to identify your WIN Business (“Marks”). We have not established, and we do not intend to establish, another franchise system in the home inspection industry that may use the Marks, but we reserve the right to use the Marks in other franchise systems that do not directly compete with the WIN Business.

We have registered the following trademarks with the United States Patent and Trademark Office on the principal register as follows:

MARK	Registration No.	Registration Date
WIN	3681634	September 8, 2009
WIN	3687527	September 22, 2009
WIN Home Inspection	3710644	November 10, 2009
WIN Home Inspection	3756170	March 2, 2010
WE SEE MORE. CLEARLY.	3802910	June 15, 2010
FRIENDLY, PROMPT, AND THOROUGH HOME INSPECTORS YOU CAN TRUST	6062678	May 26, 2020
<u>ACTIONABLE INSIGHTS FOR EVERY HOME</u>	<u>7547135</u>	<u>October 29, 2024</u>

WIN has filed all required affidavits in connection with these trademarks. We have timely renewed each registration when eligible for renewal.

You must follow our standards when you use the Marks. You may not use the Marks as part of your corporate, partnership or limited liability company name, nor may you modify words, designs, symbols,

or colors either alone or in combination with other words or logos, as part of any Mark or on any Internet URL address or domain name. You may not register any domain name in connection with the WIN Business, regardless of whether such domain name contains or doesn't contain the Marks. You may not create or utilize alternative websites or landing pages for the WIN Business, including any pages created by or in connection with third parties, without our prior written consent. You may not use the Marks in connection with the sale of an unauthorized products or services. You may use the Marks on the Internet only as we specifically authorize in the Franchise Agreement or in the Operations Manual. Upon written notice, you must modify or stop using the Marks within 10 days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted Marks. However, we agree to reimburse you for your direct out-of-pocket costs associated with any changes, revisions, or substitutions to the Marks that we require arising from litigation respecting the Marks. We are not party to any agreements that limit our rights to use, or license the use of, the Marks.

As of the issuance of this Franchise Disclosure Document, there are no material determinations of any state or federal trademark administrator, or any court, pending infringement opposition, cancellation, or pending material litigation involving the Marks. Further, we have not entered into any agreements, other than Franchise Agreements with current WIN franchisees that limit our right to use or license the use of the Marks. We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Marks.

If a suit in equity or action at law is brought against you and/or us alleging that you and/or we have no right to use any of the Marks used to identify the WIN Business, we will assume, with your cooperation, the defense of the suit or action. Our trademark counsel will control and coordinate the defense. We will bear all costs of the defense, and we retain the right to any money we may be awarded in any such defense. If the Marks are being used by an unlicensed party in your Territory and you ask us to protect or enforce your rights to the Marks, we will take the action we deem appropriate with your cooperation. Our trademark counsel will control and coordinate the action. We will bear all costs of the action, and we retain the right to any money we may be awarded in any such action. You must not directly or indirectly contest our right to the Marks.

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or patent applications that are material to the WIN Business. We claim copyright protection of the Operations Manual, the WINnovation Platform, and advertising and promotional materials, forms, and related materials that we or you produce in connection with the WIN Business ("Copyrighted Material"), although Copyrighted Material may not have been filed with the Copyright Office of the Library of Congress and no copyright registration may have been issued. Copyrighted Material are proprietary and confidential and are our property. You may use Copyrighted Material only during the Term of the Franchise Agreement, and only as provided in your Franchise Agreement. You must promptly tell us when you learn about any unauthorized use of Copyrighted Material. We are not obliged to take any action when we learn of the unauthorized use, but will respond as we deem appropriate.

There are no material determinations of the United States Patent and Trademark Office, the United States Copyright Office or a court regarding our copyrights. We are not obligated to protect our copyrights or to protect you against claims arising from your use of our copyrights. We do not know of any patent or copyright infringement that could materially affect you.

Confidential Information & Trade Secrets

~~We own certain trade secrets and Confidential Information. “Confidential Information” means the methods, techniques, formats, marketing, business development and promotional techniques, operating procedures, specifications information, data, source code, processes, designs, technologies, software, trade secrets, product and service quality standards, and systems and knowledge of operating and/or franchising WIN businesses that are provided to you or that you otherwise acquire in developing or operating the WIN Business under the WIN Home Inspection System, before, on, or after the effective date of the Franchise Agreement. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through direct or indirect disclosure (whether deliberate or inadvertent) by you. For the avoidance of doubt, any customer or referral lists and information in part or entirety are included in Confidential Information, even if parts of the lists or information are generally known to the public.~~

~~During and after the term of the Franchise Agreement, you must keep confidential and must not reveal, publish, disseminate, share, or otherwise make public any Confidential Information to another person except with our prior written consent. During the term of the Franchise Agreement, you must not use any Confidential Information for any purpose except to develop and operate your WIN Business. After the term of the Franchise Agreement, you must not use any Confidential Information for any purpose. You may not copy any Confidential Information or give it to a third party. All persons affiliated with you must sign a confidentiality and non-competition agreement before you grant them access to any Confidential Information.~~

~~You may disclose Confidential Information to~~ will provide you with access to confidential and proprietary materials, systems, and information necessary to operate your WIN Business. This Confidential Information includes all non-public information and materials disclosed or made available to you, directly or indirectly, by us or on our behalf, whether in oral, written, electronic, or other form, that relate to the WIN Business, the WIN Home Inspection System, the WINnovation Platform, our intellectual property, or our operations.

Confidential Information includes but is not limited to: the Operations Manual; business methods and techniques; pricing models; training materials; customer and referral source lists; marketing strategies; vendor and supplier relationships; financial data; software, APIs, login credentials, workflows, data dashboards, and systems; and any other data, documents, or materials we provide or authorize for your use. It also includes any adaptations, summaries, modifications, or derivative works you create based on our materials.

Confidential Information does not include information that: (i) was lawfully known to you before we disclosed it; (ii) becomes publicly available through no fault of yours; or (iii) you receive lawfully from another source without violating any obligation of confidentiality.

You are required to use Confidential Information only for the purpose of operating your WIN Business and must not disclose, use, or reproduce it outside of that context. You must ensure that your employees, contractors, and/or your affiliates only (i) if they have signed a nondisclosure and/or non-competition agreement, (ii) to the extent necessary to operate your WIN Business, and (iii) while the Franchise Agreement is in effect access Confidential Information if authorized by us and only after signing confidentiality agreements acceptable to us. Upon the termination or expiration of the your Franchise Agreement, you must immediately return or destroy or return all Confidential Information to us, and if destroyed, certify the confirm destruction of such information in writing if requested.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require you to participate in the operation of your WIN Business on an exclusive and full-time basis. You must designate, and we must approve, one Principal Owner who will oversee the WIN Business operations on an exclusive and full-time basis and represent you in interactions and communications with us (the “Designated Owner”). If you are the sole Principal Owner of the WIN Business, then you will be deemed as the Designated Owner. Without our prior written consent, the Designated Owner may not engage in any other business or other activity during normal business hours that requires any management responsibility, time commitments, or otherwise may conflict with Designated Owner’s exclusive and full time obligations to the WIN Business.

The Designated Owner must attend and complete to our satisfaction the ~~Pre-entire Training-Program, the Training-Program, and the Post-Training~~ Program.

If you are an entity, each individual who owns a 510% or greater interest in you at any time is considered a “Principal Owner,” and each Principal Owner must sign a guaranty and assumption agreement in the form attached as Exhibit D to the Franchise Agreement. If any corporation or other entity other than a partnership is a Principal Owner, a “Principal Owner” also will mean a shareholder or owner of a 510% or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a “Principal Owner” also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a 510% or greater interest in such general partner. If no individual owns 510% or greater interest in you at any time, then each owner will be considered a Principal Owner and will be required to sign the Guaranty and Assumptions of Obligations.

The Principal Owners agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement, and the Principal Owners are bound by all of the provisions of the Franchise Agreement, including maintaining the confidentiality of Confidential Information and complying with the non-compete covenants. In addition, all of your employees who have managerial duties at the WIN Business (and if you are an entity, all your officers, directors, and partners), must sign a written agreement to maintain the confidentiality of our Confidential Information and comply with the non-compete covenants.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer and sell Approved Products and Services, which currently comprise residential, commercial, multi-use and other building inspection services and related products and services including but not limited to inspecting and/or testing for air quality, radon, mold, asbestos, lead, wood destroying insects and organisms, pests, wind mitigation, swimming pools, spas, water quality, wells, sewer, septic systems, as well as energy evaluations, thermographic inspections, virtual home tours, measurements, maintenance inspections, draw inspections, 4-point inspections, insurance inspections, and concierge services. You must offer all products and services in accordance with the mandatory policies, practices, procedures, regulations and specifications required by applicable laws or that we establish and modify from time to time. We may change Approved Products and Services from time to time, and you agree to comply with such changes in the time frame we provide in the Operations Manual. There are no limitations on our right to make such changes. If there is a conflict between applicable laws and specifications we may have outlined in the Operations Manual, you should abide by the applicable laws and statutes instead of our policies and specifications.

Only with our prior written approval, you may offer goods and services that we do not yet approve (“New Products and Services”). We reserve the right to not approve New Products and Services.

To avoid conflict of interest, you are prohibited from accepting commissions or offering referrals to yourself for repair or replacement stemming from the delivery of Approved Products and Services.

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ITEM 17: RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in the Franchise Agreement	Summary
a.	Length of the franchise term	3(A)	5 7 years
b.	Renewal or extension of the term	3(B)	If you are in good standing <u>full compliance with the Franchise Agreement</u> and you meet our conditions <u>all then-current renewal requirements</u> , you can <u>may</u> renew your franchise for an additional 5 7-year period <u>term</u>
c.	Requirements for you to renew or extend	3(B)	You have the right to renew provided the following conditions are met: (1) we are still offering franchises under the Marks and WIN Home Inspection System; (2) you meet our then-current standards and specifications for new WIN franchisees; (3) you agree to submit to an audit in case we require it; (4) you give us 180 days' prior written notice of your intent to renew; (5) you are compliant to our satisfaction with your signed Franchise Agreement; (6) you assign the telephone numbers used in connection with your WIN Business to us and you assign <u>provide us ownership access</u> to us all <u>telephone numbers</u> , email addresses, websites and platforms , and social media pages and accounts, and provide us with administrator / owner (or equivalent highest level) access used in connection with your WIN Business; (7) you assign to us any and all intellectual property rights to any Improvements; (8) you complete new or refresher training as we may deem appropriate; (9) you sign the then current Franchise Agreement, which may contain materially different terms and conditions, including different definition of your Territory; and (10) you sign general release in a form acceptable to us (subject to state law).
d.	Termination by franchisee	Not applicable	Franchisee may terminate the franchise agreement under any grounds <u>Franchise Agreement only to the extent</u> permitted by <u>applicable</u> law. <u>The Franchise Agreement does not provide an express right of termination by the franchisee.</u>
e.	Termination by franchisor without cause	Not applicable	Not applicable.
f.	Termination by franchisor with cause	16(A), 16(B) and 16(C)	We may terminate the franchise agreement if you are in default as outlined in this document and the Franchise Agreement.
g.	"Cause" defined – curable defaults	16(B) and 16(C)	You have 10 calendar days to cure monetary defaults, and 30 calendar days to cure all other defaults, except non-curable defaults. We reserve the right to limit your access to the WINnovation Platform, Confidential Information, and any other aspects of the System that we determine upon providing you notice of default under Section 16(B) and 16(C) of the Franchise Agreement.
h.	"Cause" defined - non-curable defaults.	16(A)	Without <u>The following actions (or failures to act) will constitute non-curable defaults under this Agreement.</u> <u>We may terminate this Agreement immediately and without</u> providing <u>prior</u> notice <u>if you are:</u> <u>(1) (A)subject to</u> voluntary or involuntary bankruptcy or insolvency; or

	Provision	Section in the Franchise Agreement	Summary
			<p>(2) (B) beginning or in the process of dissolution or receivership or similar action.</p> <p>By We may terminate the Agreement by providing <u>written</u> notice <u>if you engage in any of the following:</u></p> <p>(1) you do not open your WIN Business in a timely manner;</p> <p>(2) you fail to satisfactorily complete our Training Program or a subsequent training program;</p> <p><u>Non-Curable Defaults: Financial Misconduct and Revenue Diversion</u></p> <p>(3) <u>fail to report, or underreport, Gross Revenue by more than 5% for any month;</u></p> <p>(4) <u>understate Gross Revenue of 2% or more on at least two occasions in the same 36-month period;</u></p> <p>(5) <u>provide services substantially similar to the Approved Services under any trade name, platform, or online identity not approved by us;</u></p> <p>(6) <u>directly or indirectly operate a competing business, inspection-related or otherwise, through any individual, entity, or affiliate during the Term;</u></p> <p>(7) <u>fail to disclose or attempt to divert revenue through related parties, subsidiaries, or contractors to avoid royalty obligations;</u></p> <p>(8) <u>offer, schedule, sell, or fulfill any Approved Products and Services through any business entity or trade name other than the WIN Business that is party to this Franchise Agreement;</u></p> <p>(9) <u>fail to maintain and use a single designated business bank account for all customer payments and all EFT withdrawals for fees owed to us, as required in Item 6;</u></p> <p>(10) <u>accept customer payments through cash, paper checks, peer-to-peer transfers (e.g., Zelle, Venmo), or any other payment methods not expressly designated and approved by us in writing;</u></p> <p>(11) <u>maintain or submit false or misleading business or financial information;</u></p> <p>(12) (3) you misrepresent or falsify information in application for the franchise or renewal or any communication during the course of the operation of your WIN Business;</p> <p>(4) you maintain or submit false or misleading business or financial information;</p> <p>(5) you plead no contest to or are convicted of a felony, crime of moral turpitude, or any other crime or offense; or you have a government action against you that in our opinion injures the Marks;</p> <p>(6) you fail to operate your WIN Business in compliance with federal, state and local laws and regulations;</p> <p>(7) you fail to obtain and maintain required state or local licenses, permits, or other required certification within 6 months of executing the Franchise Agreement and throughout the remaining Term;</p> <p>(8) you fail to obtain and/or maintain required insurance coverage at all times;</p> <p>(9) you fail to conform to the material requirements of the WIN Home Inspection System or the Operations Manual;</p> <p>(10) you default under your promissory note between you and us;</p> <p>(11) you abandon the WIN Business;</p> <p>(12) your actions, in public or on the internet, materially impairs the goodwill associated with the Marks in our judgment;</p> <p>(13) you fail to conform to material requirements of the WIN Home Inspection System or misuse the Marks;</p> <p>(14) your WIN Business is a threat or danger to the public health or safety;</p> <p>(15) you understate Gross Revenue by 5% or more as revealed by audit;</p> <p>(16) you understate Gross Revenue of 2% or more on 3 occasions in the same</p>

	Provision	Section in the Franchise Agreement	Summary
			<p>36-month period as revealed by audit; <u>(13)</u> (17) you do not <u>share with us or</u> give us requisite access to inspect your financial records or business premises <u>remotely</u> within <u>510</u> days of notice;</p> <p><u>Non-Curable Defaults: System Compliance and Brand Integrity</u> <u>(14)</u> (18) you fail to provide us with administrator / owner (or equivalent highest level) access to any WIN Profile within 5 days of creating any such WIN Profile, or you revoke or reduce our access to any WIN Profile; (19) you disclose Confidential Information or other proprietary information except as allowed by the Franchise Agreement; (20) you receive cure notices on three or more occasions within any 12-month period; (21) you violate anti-terrorism laws; <u>(15)</u> <u>fail to conform to the material requirements of the WIN Home Inspection System or the Operations Manual;</u> <u>(16)</u> <u>fail to conform to material requirements of the WIN Home Inspection System or misuse the Marks;</u> <u>(17)</u> <u>in our judgment, materially impair the goodwill associated with the Marks with your actions;</u> <u>(18)</u> (22) you fail to comply in a timely manner with our requirements for implementing software or hardware changes; <u>(19)</u> (23) you violate our policies regarding the intranet three or more times during the term of the Franchise Agreement; (24) you fail to respond three or more times to our inquiries or questions within 10 calendar days of each such inquiry, including failures to complete surveys or provide requested feedback, in any 12-month period; (25) The Designated Owner fails to oversee the WIN Business operations on an exclusive and full-time basis; <u>(20)</u> <u>disclose Confidential Information or other proprietary information except as allowed by the Franchise Agreement;</u></p> <p><u>Non-Curable Defaults: Operational and Administrative Breaches</u> <u>(21)</u> <u>do not open your WIN Business in a timely manner;</u> <u>(22)</u> <u>fail to satisfactorily complete our Training Program or a subsequent training program;</u> <u>(23)</u> (26) you fail to have a fully signed and executed services agreement with any client before providing services; <u>(24)</u> <u>the Designated Owner fails to oversee the WIN Business operations on an exclusive and full-time basis;</u> <u>(25)</u> (27) you fail to set up a business entity and make an approved assignment of the Agreement to such entity within 60 days of the Effective Date; (28) you violate the in-term non-compete or non-solicitation provisions; <u>(26)</u> (29) you fail to obtain our approval for a subcontractor or provide us with proof of subcontractor insurance; or <u>(27)</u> <u>default under your promissory note between you and us;</u> <u>(28)</u> <u>abandon the WIN Business;</u> <u>(29)</u> <u>your WIN Business is a threat or danger to the public health or safety;</u></p> <p><u>Non-Curable Defaults: Repeated Noncompliance and Communication Failures</u> <u>(30)</u> <u>receive cure notices on three or more occasions within any 12-month period;</u> <u>(31)</u> <u>fail to respond three or more times to our inquiries or questions within 10 calendar days of each such inquiry, including failures to complete surveys or provide requested feedback, in any 12-month period;</u></p>

	Provision	Section in the Franchise Agreement	Summary
			<p><u>Non-Curable Defaults: Legal Violations and Licensing Failures</u></p> <p><u>(32) plead no contest to or are convicted of a felony, crime of moral turpitude, or any other crime or offense; or you have a government action against you that in our opinion injures the Marks;</u></p> <p><u>(33) fail to operate your WIN Business in compliance with federal, state and local laws and regulations;</u></p> <p><u>(34) fail to obtain and maintain required state or local licenses, permits, or other required certification within 6 months of executing the Franchise Agreement and throughout the remaining Term;</u></p> <p><u>(35) fail to obtain and/or maintain required insurance coverage at all times;</u></p> <p><u>(36) violate anti-terrorism laws;</u></p> <p><u>(37) take any action or fail to take action that results in a breach that, by its nature, is not curable.</u></p> <p><u>Enforcement & Remedies for Material Breaches. In the event of material breaches such as revenue diversion, misappropriation, or unauthorized competition, the Franchise Agreement entitles us to recover unpaid royalties, consequential damages, and the costs of enforcement, including attorney's fees. These rights apply whether or not the Franchise Agreement is terminated and are in addition to any other remedies provided under the agreement or by law.</u></p> <p><u>Reservation of Enforcement Rights. Our decision not to enforce any provision of the Franchise Agreement immediately, or not to pursue remedies for a particular violation, does not waive our rights or limit our ability to enforce that provision at a later time. You may not rely on our actions or decisions with respect to other franchisees as a defense to your own non-compliance, nor may you assert that our decision not to enforce a provision against you or others constitutes a waiver of our rights. Our rights and remedies under the Franchise Agreement are cumulative and may be exercised at any time, in any combination, and without obligation to take the same or similar actions in other cases.</u></p> <p>(30) the nature of your breach makes it not curable. <u>Failure to Provide Records and Estimated Gross Revenue. If you fail to provide complete and accurate records within 10 business days of our written request during any audit, compliance review, or investigation, we may estimate your Gross Revenue based on available information, including comparable franchisee performance, historical trends, or other factors we deem reasonable. Our estimate will be deemed conclusive and binding, and all royalties, fees, penalties, and interest will be assessed accordingly. You waive any right to dispute such estimate unless you provide full and verifiable records within the original 10-business-day response period. Payment of such amounts shall be due and payable on your next regularly scheduled payment date.</u></p>
i.	Franchisee's obligations on termination/non-renewal	14(B), 17(A) , 17(B) and 17(D)	<p><u>Upon termination or non-renewal of your Franchise Agreement, you must comply with the following obligations.</u></p> <p>Immediately:</p> <ol style="list-style-type: none"> <u>1. (1) cease Cease all operations of the WIN Business and stop using the Marks;</u> <u>2. (2) stop Stop representing yourself as a current WIN franchisee;</u> <u>3. (3) cease Cease using any portion of the WIN Home Inspection System, Records, Data, and all other materials relating related to the operation of your WIN Business;</u>

	Provision	Section in the Franchise Agreement	Summary
			<p>4. (4) not <u>Not</u> edit, modify, delete, or destroy (i) any WIN Social Media, (ii) any Content, Data, or Records, or (iii) any portion of the WIN Home Inspection System;</p> <p>5. (5) assign <u>Assign</u> to us any and all intellectual property rights to any Improvements;</p> <p>6. (6) assign <u>Assign</u> to us and cease using all telephone numbers, email addresses, websites, domain names, platforms, social media accounts, and other online <u>digital</u> presence associated with your WIN Business;</p> <p>7. (7) comply <u>Comply</u> with <u>the</u> non-compete requirements <u>restrictions</u> of the Franchise Agreement;</p> <p>8. (8) retain <u>Retain</u> all <u>business</u> records of the WIN Business for <u>a period of</u> six years from the date of expiration or termination;</p> <p>(9) procure <u>Section 12(E)</u></p> <p>9. <u>Procure and maintain</u> extended "tail" insurance policy <u>coverage</u> for errors and omissions for <u>at</u> least two years from the date of <u>termination date</u>, and name <u>naming</u> us as an additional insured on such policy;</p> <p>(10) comply with all other post-term requirements</p> <p>10. <u>Cooperate with us in good faith if we exercise our right under Section 17(C) to purchase certain tangible and intangible assets of your WIN Business.</u></p> <p>Within 5 business days:</p> <p>11. (11) pay <u>Pay</u> all <u>outstanding</u> dues you owe to us and our affiliates;</p> <p>12. (12) return <u>Return</u> all hard copies of any Confidential Information, trade secrets, <u>the</u> Operations Manual, and other proprietary information <u>materials</u>;</p> <p>(13) take <u>Take all actions</u> necessary action to cancel <u>any</u> fictitious or assumed names associated with our Marks.</p>
j.	Assignment of contract by franchisor	15(A)	No restriction on our rights to transfer or assign.
k.	"Transfer" by franchisee - defined	15(B)	Any assignment, transfer, or sale of the Franchise Agreement, WIN Business, or any interest in you <u>including indirect ownership transfers or those occurring by operation of law</u> .
l.	Franchisor approval of transfer by franchisee	15(B)	No transfer shall be deemed <u>is</u> valid unless approved in writing by us <u>without our prior written approval</u> , except for if the <u>a</u> transfer is to a business entity formed by you per the Franchise Agreement <u>solely to operate your WIN Business, subject to our conditions</u> .
m.	Conditions for franchisor approval of transfer	15(B)	<p>We require the following before we will approve a transfer of any ownership in you, of your Franchise Agreement, or your WIN Business:</p> <p>(A) you are in full compliance with the Operations Manual and terms of the Franchise Agreement, including paying all outstanding monetary obligations to us and our affiliates and all obligations under Section 7 of the Franchise Agreement;</p> <p>(B) you provide us with a transition plan that outlines your assistance to proposed transferee, that we will review and approve in our sole discretion;</p> <p>(C) transferee is approved by us;</p> <p>(D) transferee signs our then-current franchise agreement, which may have terms that are materially different than the terms in your Franchise Agreement;</p> <p>(E) transferee, and its principal owners or designated operators satisfactorily complete required training;</p> <p>(F) if necessary, you have received the landlord consent to transfer any lease of Approved Location to transferee;</p> <p>(G) you make necessary expenditures to modernize equipment and other items used in</p>

	Provision	Section in the Franchise Agreement	Summary
			<p>the WIN Business;</p> <p>(H) you pay us a transfer fee, plus the then current Startup Launch Program fee is paid by your transferee;</p> <p>(I) you and your Principal Owners sign a general release in a form acceptable to us;</p> <p>(J) we approve of the material provisions of the signed transfer contract between you and the transferee;</p> <p>(K) you and buyers have signed and confirmed confidentiality and non-compete agreements, as permitted under applicable laws;</p> <p>(L) you assign the telephone numbers to us and you assign or transfer to us exclusive control and access to all email addresses, websites, web domains, and social media pages and accounts used in connection with the operation of your WIN Business;</p> <p>(M) you assign to us any and all intellectual property rights to any Improvements; and</p> <p>(N) you procure extended “tail” insurance policy for errors and omissions for least two years from the date of termination, and name us as an additional insured on those policies.</p>
n.	Franchisor's right of first refusal to acquire franchisee's business	15(F)	You must <u>offer to</u> sell to us <u>on the same terms</u> if we match a legitimate <u>bona fide third-party</u> offer for 20% or more of your business <u>WIN Business or ownership interest, within 30 days of receiving the offer.</u>
o.	Franchisor's option to purchase franchisee's business	17(C)	We have <u>may elect, within</u> 60 days from the date of notice of termination or expiration, to potentially purchase <u>any or all</u> tangible and intangible assets of your business <u>WIN Business. You must cooperate with us to complete the transfer if we exercise this option.</u>
p.	Death or disability of franchisee	15(D)	You have 90 days to appoint a competent manager acceptable to us, and an additional four months to transfer the interests of the dead or permanently disabled persons in the WIN Business.
q.	Non-competition covenants during the term of the franchise	14(A)	You are not allowed to <u>and your Principal Owners may not directly or indirectly</u> be involved in competing <u>any</u> business that offers <u>offering or sells</u> <u>selling products or services similar to the</u> Approved Products and Services, anywhere <u>in the United States or its territories, during the term of the Franchise Agreement.</u>
r.	Non-competition covenants after the franchise is terminated or expires	14(B)	For a period of one (1) year from the date of <u>after expiration,</u> termination or expiration, or assignment of your franchise agreement no involvement by you <u>Franchise Agreement, you and your Principal Owners may not be involved</u> in any competing business within the <u>(i) your Territory and within, (ii) a 25-mile radius around</u> <u>surrounding your Territory, or (iii) a 25-mile radius surrounding the outside border of the</u> Territory and of any other Territory for another WIN franchisee.
s.	Modification of the agreement	19(L), 6(F)	The Franchise Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. We may revise the contents of the Operations Manual, and you expressly agree to comply with any new or changed requirements.
t.	Integration / merger clause	19(P Q)	The “Introduction” section, the exhibit(s) to the Franchise Agreement, and the Statement of Prospective Franchisee (Exhibit H to this FDD), which represents the entire agreement of the parties, and supersedes and terminates all prior agreements and understandings, either oral or in writing. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in the Franchise Disclosure Document which you will acknowledge receiving at least 14 days before signing the Franchise Agreement or paying any money, or in writing and signed by us

	Provision	Section in the Franchise Agreement	Summary
			and you, are void and not enforceable. Nothing in the Franchise Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we provided to you. (subject to state law)
u.	Dispute resolution by arbitration or mediation	18(A)	Except for certain claims , specific carve-outs listed in Section 18(A) of the Franchise Agreement — including enforcement of post-termination obligations, unauthorized competition, IP misuse, refusal to provide records, financial misconduct, or other material breaches requiring prompt judicial relief — all other disputes must be arbitrated resolved through binding arbitration in Chicago, Illinois (subject to state law). Court proceedings may be initiated by us for the carve-outs in 18(A) without first going to arbitration.
v.	Choice of forum	19(D)	The Any claims permitted to be brought in court under the Franchise Agreement must be filed in state and/or federal courts located in Cook County, Illinois (see, or the location of our then-current headquarters. You consent to the exclusive jurisdiction of those courts. See also state-specific addenda).
w.	Choice of law	19(E)	The Franchise Agreement is governed by the laws of the state State of Delaware, without regard to any conflict of laws principles under Delaware law (subject to except to the extent that applicable state law) laws require otherwise.
x.	System Access Suspension	16(C)	We may immediately suspend or restrict your access to any or all portions of the WINnovation Platform, the WIN Home Inspection System, Confidential Information, or related infrastructure (including CRM, booking, communication, or billing tools) if we suspect material breach, underreporting, nonpayment, violation of proprietary rights, or actions that in our judgment pose a risk to the integrity, security, or reputation of our system. Such suspension may occur with or without prior notice depending on the nature of the issue, and does not limit our right to pursue termination or other remedies under the Franchise Agreement.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote the WIN Home Inspection System.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We have a reasonable basis and written substantiation for the financial performance information disclosed in Item 19.

The tables below present data we collected respecting the historic Gross Revenue for WIN franchisees that own one or more franchise units, with a franchised business that has been in operation for at least one full year as of December 31, ~~2023~~2024 for ~~an annual average of the thirty-six~~12 month period ending December 31, ~~2023~~2024 (the "Measurement Period"). For the Measurement Period, data from franchisees that reported Gross Revenue and were in compliance for the last 12 months of the Measurement Period were included in the tables, and any annual period in which a franchise owner did

not report Gross Revenue is excluded. A franchisee is not in compliance if the Designated Owner did not devote substantial efforts to the business or the franchisee had a non-payment outside of extraordinary circumstances approved by us. While the consumer facing characteristics of the included outlets are materially the same as those offered in this franchise disclosure document, there may be certain characteristics of the included outlets that are materially different, including different support from us, a different fee structure, and different ~~size and~~ restrictions on the Territory. The following information was compiled from monthly Gross Revenue reports submitted to us or to our predecessor by the franchisees. The number of franchisees excluded in each category is shown in the notes below the chart. Throughout this Item 19, Gross Revenue, ~~as defined in the Franchise Agreement~~, means the aggregate dollar amount from all sales of goods or services made, provided by, or in connection with the WIN Business or the Marks, whether for cash or credit or non-cash payments or consideration at fair market value, regardless of collection in the case of credit, without any deduction for any costs. Gross Revenue includes, without limitation: (i) all sales ~~of Approved Products and Services made or provided through your WIN Business~~ made in connection with residential properties, commercial properties, or multi-use properties; (ii) all sales ~~of Approved Products and Services~~ made or provided by you ~~or any Principal Owner~~ directly or indirectly through any affiliate or any subcontractor; ~~and~~ (iii) all ~~other sales made or provided by your WIN Business~~ sales of Approved Products and Services; and (iv) all sales of all unapproved goods and services. Gross Revenue does not include (a) gratuities paid by customers to you or your WIN Business employees; (b) any sales tax or other tax you collect from your customers and pay to the appropriate authority; and (c) any refunds approved by us that you give to your customers in good faith to advance the goodwill of the WIN Business.

Section I: Franchisees with Gross Revenue of \$100,000 or more for the Measurement Period

The average Gross Revenue, median Gross Revenue, ~~and range of~~ high value Gross Revenue and low value Gross Revenue, for franchisees with ~~Gross~~ Revenue of \$100,000 or more for the ~~applicable~~ Measurement Period is as follows:

Franchisees with Gross Revenue of \$100,000 or more	Period Ended 12/31/24	Measurement Period Ended	Period Ended 12/31/22
		12/31/23 12/31/22 12/31/21	
Average Gross Revenue	\$244,682.77 <u>244,307.41</u>	\$258,491.37 <u>228,904.40</u>	\$258,378.62 <u>246,296.08</u>
Median Gross Revenue	\$188,406.67 <u>193,335.25</u>	\$197,395.83 <u>184,853.75</u>	\$204,303.20 <u>194,026.00</u>
High Value of Gross Revenue	\$1,026,997.01 <u>1,043,743.41</u>	\$1,179,133.23 <u>840,611.33</u>	\$1,175,511.33 <u>950,477.71</u>
Low Value of Gross Revenue	\$102,631.67 <u>101,539.07</u>	\$100,116.70 <u>100,012.53</u>	\$106,123.83 <u>101,528.00</u>
Number of Franchisees	78	87	88
Average # of Territories per Franchisee	1.50	1.32	1.33

The average Gross Revenue, median Gross Revenue, ~~and range of~~ high value Gross Revenue, low value Gross Revenue, and number of applicable franchisees for franchisees with Gross Revenue of \$100,000 or more for the Measurement Period is broken down by quartiles as follows:

First Quartile	Period Ended 12/31/24		Measurement Period Ended 12/31/23 12/31/22 12/31/21	Period Ended 12/31/22
Average Gross Revenue	\$ 418,228.13 424,986.10	\$388,162.67	\$ 450,620.37 450,095.54	\$437,331.78
Median Gross Revenue	\$ 350,217.23 353,898.99	\$434,710.52 0,194.28	\$ 386,788.37 359,152.50	
High Value of Gross Revenue	\$ 1,026,997.01 1,043,743.41	\$1,179,133.23	\$ 1,175,511.33 840,611.33	\$950,477.71
Low Value of Gross Revenue	\$ 279,097.75 284,597.50	\$ 301,095.80 0,875.20	\$ 296,225.00 482.00	
Number of Franchisees	20	22	22	
Average # of Territories per Franchisee	2.18	1.94	1.88	

Second Quartile	Period Ended 12/31/24		Measurement Period Ended 12/31/23 12/31/22 212/31/21	Period Ended 12/31/22
Average Gross Revenue	\$ 241,175.31 230,507.04	\$ 248,125.71 3,523.04	\$ 250,172.03 243,450.60	
Median Gross Revenue	\$ 244,277.92 223,833.00	\$ 255,335.63 5,085.75	\$ 258,329.00 246,112.50	
High Value of Gross Revenue	\$ 279,097.75 284,597.50	\$ 301,095.80 0,875.20	\$ 296,225.00 283,482.00	
Low Value of Gross Revenue	\$ 188,406.67 193,335.25	\$ 197,395.83 4,853.75	\$ 204,303.20 194,026.00	
Number of Franchisees	19	22	22	
Average # of Territories per Franchisee	1.33	1.24	1.30	

Third Quartile	Period Ended 12/31/24		Measurement Period Ended 12/31/23 12/31/22 212/31/21	Period Ended 12/31/22
Average Gross Revenue	\$ 165,599.80 167,	\$ 172,851.73 16	\$ 177,559.30 164,2	

	<u>939.52</u>	<u>1,807.83</u>	<u>44.27</u>
Median Gross Revenue	\$160,942.58 <u>167,760.00</u>	\$173,563.67 <u>163,415.00</u>	\$176,632.25 <u>162,014.50</u>
High Value of Gross Revenue	\$188,406.67 <u>193,335.25</u>	\$197,395.83 <u>184,853.75</u>	\$204,303.20 <u>194,026.00</u>
Low Value of Gross Revenue	\$146,888.88 <u>136,031.25</u>	\$149,878.75 <u>136,818.50</u>	\$148,232.92 <u>142,157.50</u>
Number of Franchisees	<u>19</u>	<u>21</u>	<u>22</u>
Average # of Territories per Franchisee	<u>1.15</u>	<u>1.06</u>	<u>1.14</u>

	<u>Period Ended</u> <u>12/31/24</u>	Measurement Period Ended 12/31/23 12/31/22 21 <u>12/31/21</u>	<u>Period Ended</u> <u>12/31/22</u>
Fourth Quartile			
Average Gross Revenue	\$126,056.54 <u>118,350.70</u>	\$126,519.05 <u>118,508.35</u>	\$130,474.40 <u>127,393.89</u>
Median Gross Revenue	\$126,613.99 <u>117,742.66</u>	\$131,295.20 <u>118,357.48</u>	\$133,385.79 <u>130,248.84</u>
High Value of Gross Revenue	\$146,888.88 <u>136,031.25</u>	\$149,878.75 <u>136,818.50</u>	\$148,232.92 <u>142,157.50</u>
Low Value of Gross Revenue	\$102,631.67 <u>101,539.07</u>	\$100,116.70 <u>100,012.53</u>	\$106,123.83 <u>101,528.00</u>
Number of Franchisees	<u>20</u>	<u>22</u>	<u>22</u>
Average # of Territories per Franchisee	<u>1.34</u>	<u>1.01</u>	<u>1.00</u>

Section I Notes:

1. In Measurement Period ending December 31, 2024:

- a. Of the 271 territories in the system, those that were in our system for more than one year, reported Gross Revenue for the last 12 months of the Measurement Period, and had annual Gross Revenue of \$100,000 or more during that Measurement Period were 78 franchisees (40%) out of the 195 franchisees in the system. Of the 78 franchisees, 23 (30%) met or exceeded the average Gross Revenue of \$244,307.41.
- b. Of the 78 franchisees included in the table above, 20 franchisees were in the first quartile, 19 franchisees were in the second quartile, 19 franchisees were in the third quartile, and 20 franchisees were in the fourth quartile. Of the 20 franchisees in the first quartile, 9 (45%) met or exceeded the average Gross Revenue of \$424,986.10. Of the 19 franchisees in the second quartile, 9 (47%) met or exceeded the average Gross Revenue of \$193,335.25. Of the 19 franchisees in the third quartile, 7 (37%) met or exceeded the average Gross Revenue of \$167,939.52. Of the 20 franchisees in the fourth quartile, 8 (40%) met or exceeded the average Gross Revenue of \$118,350.70.

- c. Of the 271 territories in the system, 72 franchisees (37%) were not included, out of the 195 franchisees in the system, because 14 franchisees were not in our system for at least one year, and 58 franchisees either did not report Gross Revenue for the last 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the 271 territories in the system, 47 franchisees (24%) were not included, out of the 195 franchisees in the system, because they did not earn at least \$100,000 in Gross Revenue during the Measurement Period. Twenty-eight franchisees closed in 2024 and therefore their data is also excluded. Of those twenty-eight franchisees that closed during the 2024 calendar year, 1 franchisee closed after being open for less than 12 months.

2. ~~1-~~In Measurement Period ending December 31, 2023:

- a. Of the ~~197 franchisees in the system operating in~~ 268 territories, ~~88 franchisees (45%) in the system, those that~~ were in our system for more than one year, reported Gross Revenue ~~all for the last~~ 12 months of the Measurement Period, and had annual Gross Revenue of \$100,000 or more during that Measurement Period were 87 franchisees (44%) out of the 197 franchisees in the system. Of the ~~88~~87 franchisees, ~~33~~30 (~~38~~35%) met or exceeded the average Gross Revenue of ~~\$244,682.77~~228,904.40.
- b. Of the ~~88~~87 franchisees included in ~~this data set~~the table above, 22 franchisees were in the first quartile, 22 franchisees were in the second quartile, ~~22~~21 franchisees were in the third quartile, and 22 franchisees were in the fourth quartile. Of the 22 franchisees in the first quartile, ~~9~~7 (~~41~~32%) met or exceeded the average Gross Revenue of ~~\$418,228.13~~388,162.67. Of the 22 franchisees in the second quartile, ~~11 (50%) met or exceeded the average Gross Revenue of \$241,175.31. Of the 22 franchisees in the third quartile,~~ 9 (41%) met or exceeded the average Gross Revenue of ~~\$165,599.80~~223,523.04. Of the 21 franchisees in the third quartile, 11 (52%) met or exceeded the average Gross Revenue of \$161,807.83. Of the 22 franchisees in the fourth quartile, 11 (50%) met or exceeded the average Gross Revenue of ~~\$126,056.54~~118,508.35.
- c. Of the ~~197 franchisees in the system operating in~~ 268 territories in the system, 68 franchisees (35%) were not included, out of the 197 franchisees in the system, because 18 franchisees were not in our system for at least one year, and 50 franchisees either did not report Gross Revenue for ~~all the last~~ 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the ~~197 franchisees in the system operating in~~ 268 territories in the system, ~~41~~42 franchisees (21%) were not included, out of the 197 franchisees in the system, because they did not earn at least \$100,000 in Gross Revenue during the Measurement Period. 25 franchisees closed during 2023 and therefore their data was excluded. Of those 25 franchisees that closed during the 2023 calendar year, no franchisee closed after being open for less than 12 months.

3. ~~2-~~In Measurement Period ending December 31, 2022:

- a. Of the ~~206 franchisees in the system operating in~~ 252 territories, ~~90 franchisees (44%) in the system, those that~~ were in our system for more than one year, reported Gross Revenue for the last 12 months of the Measurement Period, and had annual Gross Revenue of \$100,000 or more during that Measurement Period were 88 franchisees (43%) out of the 206 franchisees in the system. Of the ~~90~~88 franchisees, ~~34~~33 (38%) met or exceeded the average Gross Revenue of ~~\$258,875.38~~246,296.08.

- b. Of the ~~9088~~ franchisees included in ~~this data set, 23 franchisees were in the~~ table above, 22 franchisees were in the first quartile, 22 franchisees were in the second quartile, 22 franchisees were in the third quartile, and 2322 franchisees were in the fourth quartile. Of the 2322 franchisees in the first quartile, 107 (4332%) met or exceeded the average Gross Revenue of \$450,620.37~~450,095.54~~. Of the 22 franchisees in the second quartile, ~~12 (55%) met or exceeded the average Gross Revenue of \$248,125.71. Of the 22 franchisees in the third quartile, 11 (50%) met or exceeded the average Gross Revenue of \$172,851.73. Of the 23 franchisees in the fourth quartile, 12 (52%) met or exceeded the average Gross Revenue of \$126,519.05.~~
- c. ~~Of the 206 franchisees in the system operating in 252 territories, 90 franchisees (48%) were not included because 28 franchisees were not in our system for at least one year, and 62 franchisees either did not report Gross Revenue for all 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the 206 franchisees in the system operating in 252 territories, 26 franchisees (13%) were not included because they did not earn at least \$100,000 in Gross Revenue during the Measurement Period.~~

3. ~~In Measurement Period ending December 31, 2021:~~

- a. ~~Of the 201 franchisees in the system operating in 237 territories, 86 franchisees (43%) were in our system for more than one year, reported Gross Revenue for all 12 months of the Measurement Period, and had annual Gross Revenue of \$100,000 or more during that Measurement Period. Of the 86 franchisees, 32 (37%) met or exceeded the average Gross Revenue of \$258,378.62.~~
- b. ~~Of the 86 franchisees included in this data set, 243,450.60. Of the 22 franchisees were in the first quartile, 21 franchisees were in the second quartile, 21 franchisees were in the third quartile, and 22 franchisees were in the fourth quartile. Of the 22 franchisees in the first quartile, 9 (41%) met or exceeded the average Gross Revenue of \$437,331.78. Of the 21 franchisees in the second quartile, 11 (52%) met or exceeded the average Gross Revenue of \$250,172.03. Of the 21 franchisees in the third quartile, 9 (43%) met or exceeded the average Gross Revenue of \$177,559.30~~ 164,244.27. Of the 22 franchisees in the fourth quartile, 1113 (5059%) met or exceeded the average Gross Revenue of \$130,474.40127,393.89.
- c. Of the ~~201 franchisees in the system operating in 237~~252 territories in the system, 9790 franchisees (48%) were not included, out of the 206 franchisees in the system, because 4728 franchisees were not in our system for at least one year, and 5064 franchisees either did not report Gross Revenue for ~~all the last~~ all the last 12 months of the Measurement Period and/or were not in compliance during the Measurement Period. Of the ~~201 franchisees in the system operating in 237~~252 territories in the system, 1828 franchisees (914%) were not included, out of the 206 franchisees in the system, because they did not earn at least \$100,000 in Gross Revenue during the Measurement Period. 18 franchisees closed during 2022 and therefore their data was excluded. Of those 18 franchisees that closed during the 2022 calendar year, no franchisees closed after being open for less than 12 months.

Section II: Average Home Inspection Fee Charged by Franchisees with Gross Revenue of \$100,000 or more for the Measurement Period

Period Ended	Average Fee Per Home Inspection	Median Fee Per Home Inspection	Range of Fees Per Home Inspection	Number of Franchisees Who Met or Exceeded the Average Fee Per Home Inspection	Number of Franchisees
2024	\$611.93	\$601.16	\$403.26 - \$1,411.26	37 (47%)	78
2023	\$562.10 594.49	\$558.82 588.71	\$352.48 \$1,186.26 \$355.01 - \$1,512.90	41 (47%)	87
2022	\$532.48 560.44	\$528.99 560.26	\$343.57 \$1,011.23 \$353.78-\$1,072.66	42 (47%) 44 (50%)	88
2021	\$501.64	\$494.91	\$336.85 - \$961.17	41 (48%)	

Section III: Franchisees with Gross Revenue of less than \$100,000 for the Measurement Period

The average ~~Gross Revenue~~gross revenue, median ~~Gross Revenue~~gross revenue, high value gross revenue, low value gross revenue, number of applicable franchisees, and the average gross revenue growth for franchisees with Gross Revenue of less than \$100,000 for the Measurement Period is as follows:

Franchisees with Gross Revenue of less than \$100,000	Period Ended 12/31/24	Measurement Period Ended 12/31/23 12/31/22 12/31/21	Period Ended 12/31/22
Average Gross Revenue	\$59,967.06 59,045.70	\$61,285.24 68,680.38	\$84,007.60 72,466.47
Median Gross Revenue	\$67,599.67 58,912.50	\$65,466.34 73,125.00	\$87,472.33 79,160.77
High Value of Gross Revenue	\$98,358.33 97,350.00	\$98,518.84 96,451.00	\$96,666.33 97,210.00
Low Value of Gross Revenue	\$19,887.25 13,987.00	\$19,711.54 25,039.67	\$52,181.33 33,428.08
Number of Franchisees	47	42	28
Average # of Territories per Franchisee	1.07	1.00	1.00

Section III Notes:

1. In Measurement Period ending December 31, 2024, of the 271 territories in the system, those that had annual Gross Revenue of less than \$100,000 during that Measurement Period were 47 franchisees (24%) out of the 195 franchisees in the system. Of the 47 franchisees, 23 (49%) met or exceeded the average Gross Revenue of \$59,045.70.

2. In Measurement Period ending December 31, 2023, of the ~~197 franchisees in the system operating in~~ 268 territories, ~~41 franchisees (21%) in the system, those that~~ had annual Gross Revenue of less than \$100,000 during that Measurement Period were 42 franchisees (21%) out of the 197 franchisees in the system. Of the ~~4142~~ franchisees, ~~2223~~ (~~5455~~%) met or exceeded the average Gross Revenue of ~~\$59,967.06~~ 68,680.38.
3. ~~2-~~ In Measurement Period ending December 31, 2022, of the ~~206 franchisees in the system operating in~~ 252 territories, ~~26 franchisees (13%) in the system, those that~~ had annual Gross Revenue of less than \$100,000 during that Measurement Period. ~~Of the 26 were 28 franchisees, (14 (54%) met or exceeded the average Gross Revenue~~ out of \$61,285.24.
- ~~3.- In Measurement Period ending December 31, 2021, of the 204~~ 206 franchisees in the system ~~operating in 237 territories, 18 franchisees (9%) had annual Gross Revenue of less than \$100,000 during that Measurement Period.~~ Of the ~~1828~~ franchisees, ~~1217~~ (~~6761~~%) met or exceeded the average Gross Revenue of ~~\$84,007.60~~ 72,466.47.

Section IV: Average Home Inspection Fee Charged by Franchisees with Gross Revenue of less than \$100,000 for the Measurement Period

Period Ended	Average Fee Per Home Inspection	Median Fee Per Home Inspection	Range of Fees Per Home Inspection	Number of Franchisees Who Met or Exceed the Average Fee Per Home Inspection	<u>Number of Franchisees</u>
2024	\$575.08	\$545.49	\$378.78 - \$847.58	20 (42%)	<u>47</u>
2023	\$557.90 <u>568.01</u>	\$534.85 <u>544.09</u>	\$344.37 - \$843.35 <u>\$874.44 - \$340.49</u>	17 (41%) <u>18 (43%)</u>	<u>42</u>
2022	\$521.82 <u>539.31</u>	\$514.33 <u>523.09</u>	\$351.40 - \$822.39 <u>\$369.82 - \$839.8</u>	12 (46%) <u>11 (39%)</u>	<u>28</u>
2021	\$486.26	\$472.47	\$346.23 - \$832.43	9 (50%)	

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

The information regarding the Gross Revenue of the Franchised Businesses is based upon the ~~unaudited~~ amounts reported to us by our franchisees. The financial performance figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the revenue or sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

Written substantiation for the financial performance representation is available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any financial performance representations orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet that may be available to us. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Praful Mittal, World Inspection Network International LLC, 444 W. Lake St., Suite 1700, Chicago, IL 60606, 1-800-967-8127, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years ~~2021~~2022 to ~~2023~~2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	203	237	+34
	2022	237	252	+15
	2023	252	268	+16
	<u>2024</u>	<u>268</u>	<u>271</u>	<u>+3</u>
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Outlets	2021	203	237	+34
	2022	237	252	+15
	2023	252	268	+16
	<u>2024</u>	<u>268</u>	<u>271</u>	<u>+3</u>

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
California	2021	0
	2022	1
	2023	0
	<u>2024</u>	<u>3</u>
Colorado	2021	0
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Florida	2021	0
	2022	0
	2023	1
	<u>2024</u>	<u>0</u>
Indiana	2021	3
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Montana	2021	1
<u>New York</u>	2022	0
	2023	0
	<u>2024</u>	<u>1</u>
Ohio	2021	0
	2022	0
	2023	4

State	Year	Number of Transfers
	<u>2024</u>	<u>0</u>
<u>Oregon</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
	2021 <u>2022</u>	0
South Carolina	<u>2023</u>	<u>1</u>
	<u>2024</u>	<u>0</u>
	2022	0
<u>Tennessee</u>	2023	4 <u>0</u>
	<u>2024</u>	<u>1</u>
	<u>2022</u>	<u>0</u>
<u>Utah</u>	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
	2021	2
Washington	2022	2
	2023	0
	<u>2024</u>	<u>0</u>
	2021	6
Total	2022	5 <u>3</u>
	2023	6
	<u>2024</u>	<u>7</u>

Table No. 3
Status of Franchised Outlets
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
Alabama	2021 1							
	2022	2 3	1 1	0 0	0 0	0 0	0 1	3 3
	2023	30	<u>0</u>	0	0	0	1	2
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Arizona	2021 1							
	2022	15 16	1 2	0 1	0 0	0 0	0 0	16 17
	2023	17	2	2	0	0	2	15
	<u>2024</u>	<u>15</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>14</u>
Arkansas	2021 1 2022	1 1	0 0	0 0	0 0	0 0	0 0	1 1

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	1	0	0	0	0	0	1
	2024	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2025	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>
California	2024	1						
	2022	26	3	0	0	0	1	28
	2	28	1	1	0	0	1	27
	2023	278	8	1	0	0	0	34
	2024	<u>34</u>	<u>2</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>32</u>
	2025							
	2022	121		0	0	0	0	13
	2	130	0	0	0	0	0	13
Colorado	2023	13	3	0	0	0	0	16
	2024	<u>16</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>14</u>
	2025							
	2022	1	0	0	0	0	0	2
Connecticut	2	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2025							
Florida	2024	6	7	0	0	0	0	13
	2022	13	5	0	0	0	0	18
	2023	18	5	3	0	0	3	17
	2024	<u>17</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>21</u>
	2025							
	2022	5	2	0	0	0	0	7
	2	7	1	0	0	0	1	7
	2023	7	0	0	0	0	0	7
Georgia	2024	<u>7</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>8</u>
	2025							
	2022	4	1	0	0	0	0	5
	2	5	0	0	0	0	1	4
Idaho	2024	<u>4</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2025							
	2022	4	1	0	0	0	0	5
	2	5	0	0	0	0	1	4

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	4	0	0	0	0	0	4
	2024	4	0	1	0	0	1	2
	<u>2024</u>	<u>4</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
Illinois	2024							
	2022	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
	2024							
	<u>2024</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Indiana	2024							
	2022	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	2	0	0	0	1	7
	2024							
	<u>2024</u>	<u>7</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
Iowa	2024							
	2022	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024							
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Kansas	2024							
	2022	2	0	1	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024							
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Kentucky	2024							
	2022	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024							
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Maine	2024							
	1	11	0	0	0	0	0	2
Ma ine	202	2	1	0	0	0	0	3

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Maryland	2024							
	2022	0	0	0	0	0	0	0
	2023	1	0	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Michigan	2024							
	2022	7	0	0	0	0	0	7
	2023	8	1	0	0	0	0	8
	<u>2024</u>	<u>9</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>10</u>
Minnesota	2024							
	2022	4	1	0	0	0	0	5
	2023	4	0	0	0	0	1	3
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Mississippi	2024							
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Missouri	2024							
	2022	5	2	0	0	0	1	6
	2023	6	0	0	0	0	0	6
	<u>2024</u>	<u>5</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>
Montana	2024	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	<u>2024</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Nebraska	2024							
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2024							
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Nevada	2024							
	2022	3	0	0	0	0	0	3
	2023	3	2	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2024							
	<u>2024</u>	<u>5</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
New Hampshire	2024							
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2024							
	<u>2024</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
New Jersey	2024							
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2024							
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
New Mexico	2024							
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
New York	2024	15	1	1	0	0	0	15
	2022	15	0	1	0	0	0	14

State	Year	Businesses at the Start of the Year	Businesses Opened	Termina- tions	Non- Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	14	1	1	0	0	0	14
	2024	14	0	0	0	0	0	14
	2024	14	0	0	0	0	0	14
North Carolina	2024							
	2022	3	4	1	0	0	0	6
	2022	6	0	1	0	0	0	5
	2023	5	1	1	1	0	1	3
	2024	3	1	0	0	0	2	2
	2024	3	1	0	0	0	2	2
	2024	3	1	0	0	0	2	2
	2024	3	1	0	0	0	2	2
Ohio	2024	10	0	1	0	0	1	8
<u>Ohio</u>	2022	89	2	01	0	0	0	10
	2023	10	1	0	0	0	0	11
	2024	11	1	0	1	0	0	11
	2024	11	1	0	1	0	0	11
Oklahoma	2024							
	2022	1	4	0	0	0	0	5
	2022	5	0	1	0	0	0	4
	2023	4	0	0	0	0	1	3
	2024	3	1	0	0	0	0	4
	2024	3	1	0	0	0	0	4
	2024	3	1	0	0	0	0	4
	2024	3	1	0	0	0	0	4
Oregon	2024							
	2022	4	2	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Pennsylvania	2024							
	2022	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
	2023	7	2	1	0	0	0	8
	2024	8	4	1	0	0	0	11
	2024	8	4	1	0	0	0	11
	2024	8	4	1	0	0	0	11
	2024	8	4	1	0	0	0	11
Rhode Island	2024	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2							
	2023	1	0	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2024							
South Carolina	2024							
	2022	2	0	0	0	0	0	2
	2022	2	2	0	0	0	1	3
	2023	3	0	0	0	0	0	3
	<u>2024</u>	<u>3</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2024							
	2024							
	2024							
South Dakota	2024							
	2022	0	1	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	2024							
	2024							
	2024							
Tennessee	2024							
	2022	13	0	0	0	0	1	12
	2022	12	1	0	0	0	0	13
	2023	132		2	1	0	0	14
	<u>2024</u>	<u>14</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>16</u>
	2024							
	2024							
	2024							
Texas	2024	7		3	0	0	0	10
Texas	2022	10	2	1	0	0	1	10
	2023	10	2	0	0	0	0	12
	<u>2024</u>	<u>12</u>	<u>1</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>1</u>	<u>10</u>
	2024							
Utah	2024	2	2	0	0	0	1	3
Utah	2022	3	1	0	0	0	0	4
	2023	4	5	0	0	0	0	9
	<u>2024</u>	<u>9</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	2024							
Virginia	2024							
	2022	2	2	0	0	0	0	4
	2022	4	1	0	0	0	0	5

State	Year	Businesses at the Start of the Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Businesses at the End of the Year
	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	1	5
Washington	2021	25	2	1	0	0	0	26
	2022	26	0	0	0	0	4	22
	2023	22	3	0	0	0	0	25
	2024	25	1	1	0	0	0	25
West Virginia	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
Wisconsin	2021	2	0	1	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total	2021	203	45	6	0	0	5	237
Total	2022	237	33	6	0	0	12	252
	2023	252	41	11	1	0	13	268
	2024	268	31	10	6	0	12	271

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table 4
Status of Company-Owned Outlets
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, ~~2023~~2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
<u>Illinois</u>	<u>2</u>	<u>1</u>	<u>0</u>
Michigan	1	1	0
Nebraska	2	0	0
<u>New Jersey</u>	<u>1</u>		<u>0</u>
New York	1	1	0
Pennsylvania	4 2	1	0
South Carolina	1	1	0
Texas <u>Wisconsin</u>	1 2	2 1	0
Total	10	64	0

Attached as Exhibit D is a list of the addresses and telephone numbers of all operating franchisees in the WIN Home Inspection System as of December 31, 2023, including franchisees with a franchise agreement signed but outlet not opened in Table No. 5. Exhibit D also contains a list of the name and last known home address and telephone number of the ~~32~~ franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a WIN Franchise Agreement during our last fiscal year or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the WIN Home Inspection System.

All franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the WIN Home Inspection System. You may wish to speak with current and former franchisees, but be aware that not all of these franchisees will be able to communicate with you.

The WIN Mentorship Advisory Council has been created, and is sponsored and endorsed, by WIN. The address and telephone number of the advisory council are 444 W Lake Street, Suite 1700, Chicago, IL 60606, 1-800-967-8127. The advisory council has no separate email address or Web address other than those used for internal communications. The advisory council was created by WIN and is comprised of at least 6 franchisees in a given year whose purpose includes individual and collective growth of all our franchise owners. WIN has the power to form, change and dissolve the advisory council.

ITEM 21: FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements as of December 31, ~~2023~~2024, December 31, ~~2022~~2023, and ~~as of~~ December 31, ~~2021~~.

~~Attached as Exhibit C are our unaudited financial statements for the 3-month period ending March 31, 2024. These financial statements have been prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no independent certified public accountant has audited these figures or expressed an opinion with regard to their content or form~~2022.

ITEM 22: CONTRACTS

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

Agreement	Location
Franchise Agreement	Exhibit A
Electronic Transfer of Funds Form	Franchise Agreement, Exhibit C
Guaranty And Assumption Agreement	Franchise Agreement, Exhibit D
Promissory Note	Franchise Agreement, Exhibit E
Franchise Agreement State Addenda	Franchise Agreement, Exhibit F
Form General Release	Exhibit F
Franchise Disclosure Document State Addenda	Exhibit G
Statement of Prospective Franchisee	Exhibit H

ITEM 23: RECEIPTS

The last page of this Franchise Disclosure Document is a detachable document for you to sign and return to us acknowledging receipt of this Franchise Disclosure Document. The page located before the last page is a duplicate Receipt for you to keep. If these pages or any other pages or exhibits are missing from your copy, please contact us at the address and phone number on the cover page of this Franchise Disclosure Document.

EXHIBIT A

FRANCHISE AGREEMENT



WORLD INSPECTION NETWORK INTERNATIONAL LLC
FRANCHISE AGREEMENT

FRANCHISEE/YOU

DATE OF AGREEMENT

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EXHIBITS

A – OWNERSHIP AND MANAGEMENT OF FRANCHISEE

B – APPROVED LOCATION AND TERRITORY

C – ELECTRONIC TRANSFER OF FUNDS FORM

D – GUARANTY AND ASSUMPTION AGREEMENT

E – PROMISSORY NOTE

F – FRANCHISE AGREEMENT STATE SPECIFIC ADDENDA

WORLD INSPECTION NETWORK INTERNATIONAL LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement” or “Franchise Agreement”) is made and entered into this ____ day of _____, 20____ (“Effective Date”), between World Inspection Network International LLC, a Delaware limited liability company, with a principal place of business at 444 W Lake Street, Suite 1700, Chicago, IL 60606 (“we,” “us,” or “our”), and _____, a [resident of] [corporation organized in] [limited liability company organized in] the state of _____ (“you” or “your”).

INTRODUCTION

A. As a result of our investment of time, skill, effort, resources, and money, we have developed and continue to ~~develop~~refine a ~~unique~~proprietary system for the development and operation of a ~~business that offers home~~ inspection and ~~other~~related services and products businesses for single and multi-family residences and commercial establishments under the Marks (as defined below) and WIN Home Inspection System (as defined below).

B. We ~~grant~~offer qualified ~~persons~~individuals the ~~right~~opportunity to ~~develop, own~~establish and operate a franchised WIN ~~business~~Business using the ~~WIN Home Inspection~~ System and ~~the~~ Marks within a designated geographic territory, ~~and you desire. You wish to obtain the, and we are willing to grant, the limited, non-exclusive right to develop and operate a franchised WIN business using the WIN Home Inspection System and Marks within a designated territory~~Business under the terms of this Franchise Agreement.

C. ~~We have agreed to grant you the right to develop and operate a franchised WIN business subject to the terms and conditions of~~ You acknowledge that this Agreement (including all exhibits and ~~related~~incorporated documents) ~~and, together with the Operations Manual we prescribe and update from time to time, exclusively governs your relationship with us and the operation of your WIN Business. You further acknowledge that no rights, licenses, or interests are granted except as expressly stated in this Agreement, and that you are entering into this Agreement in reliance solely on its written terms.~~

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. DEFINITIONS

A. “Anti-Terrorism Laws” means all applicable federal, state, and local laws, regulations, and executive orders relating to terrorism, anti-money laundering, or economic sanctions, including but not limited to: the USA PATRIOT Act; Executive Order 13244 issued by 13224; the President of the United States, Bank Secrecy Act; the Terrorism Sanctions Regulations (Title 31, C.F.R. Part 595 of the U.S. Code of Federal Regulations); the Foreign Terrorist Organizations Sanctions Regulations (Title 31, C.F.R. Part 597 of the U.S. Code of Federal Regulations); the Cuban Assets Control Regulations (Title 31, C.F.R. Part 515 of); and the regulations administered by the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority (including, without limitation, the United States Department of the Treasury’s Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war (OFAC), including the Specially Designated Nationals and Blocked Persons List (SDN List), and any amendments or successors thereto.

B. “Approved Products and Services” means ~~all products, services, and bundles of products and services that we have approved for offer or sale in a WIN Business, which includes~~the residential, commercial, multi-use, and other building inspection and testing services ~~and other~~, as well as related products, service bundles, and ~~services including~~enhancements, that we authorize you to offer through your WIN Business. These include, but are not limited to ~~inspecting and/or testing~~, services such as air quality testing, radon, mold, asbestos, lead, ~~wood-destroying insects and organisms~~, pests and WDO inspections, wind mitigation, ~~swimming pools, spas~~pool and spa inspections, water ~~quality, wells, and~~ sewer, ~~septic systems, as well as testing~~, energy evaluations, ~~infrared inspections~~, thermographic inspections, ~~virtual home tours, measurements~~, maintenance inspections, draw inspections, 4-point ~~inspections, and~~ insurance inspections, ~~and virtual home tours~~, concierge services. ~~We may modify Approved Products, and Services at any other offerings we approve from time upon written notice to you~~time.

This includes any such services that are offered, sold, scheduled, or fulfilled, directly or indirectly, by you, any Principal Owner, affiliate, immediate family member, subcontractor, or other individual or entity involved in your business operations. These services are deemed Approved Products and Services regardless of whether they are offered under the WIN brand or through another name or structure. All revenue from such offerings must be reported as Gross Revenue under this Agreement. You may only offer and fulfill Approved Products and Services through your WIN Business. Operating or using any separate brand, entity, or DBA to market or deliver these services is not permitted and may be treated as a material default under this Agreement.

C. “Confidential Information” means ~~the methods, techniques, formats, marketing, business development and promotional techniques, operating procedures, specifications, information, data, source code, processes, designs, technologies, software, trade secrets, product and service quality standards, and systems and knowledge of operating and/or franchising a WIN Business that are provided to you or that you otherwise acquire in developing or operating your~~all non-public information and materials disclosed or made available to you, directly or indirectly, by us or on our behalf, whether in oral, written, electronic, or other form, that relates to the WIN Business ~~under~~, the WIN Home Inspection System, ~~before, on, or after the Effective Date. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through direct or indirect disclosure (whether deliberate or inadvertent) by you. For the avoidance of doubt, any~~the WINnovation Platform, our intellectual property, or our operations. This includes, but is not limited to, all versions and components of the Operations Manual; business methods and techniques; pricing models; training programs; customer ~~or~~and referral source lists ~~and information in part or entirety are included in Confidential Information, even if parts of the lists or information are generally known to the public;~~ marketing strategies; vendor and supplier relationships; financial data; software, technology, APIs, and systems; login credentials; specifications and workflows; and any other materials, data, or insights we provide or authorize for your use. Confidential Information also includes any adaptations, summaries, modifications, or derivative works of such materials.

Confidential Information does not include information that: (a) was already lawfully known to you before disclosure by us, as demonstrated by written records; (b) is or becomes publicly known through no fault of yours; or (c) is rightfully obtained by you from a third party without violation of any confidentiality obligation.

D. “Content” ~~means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with the WIN Business.~~ “Content” means all media, data, text, photographs, images, video, audio, graphics, inspection reports, summaries, customer communications, booking records, survey responses, usage logs, metadata, or other materials, in any format, uploaded, created, submitted, published, or transmitted by

you or anyone acting on your behalf (such as subcontractors, team members, vendors, or affiliates) through or in connection with the WINnovation Platform, WIN Profiles, the WIN Intranet, your WIN Business, or any third-party platform in which your WIN Business has a presence (including, but not limited to, social media, business listings, and online directories).

We retain the right to access, use, reproduce, modify, analyze, aggregate, and distribute Content for system operations, training, quality assurance, research and development, marketing (where permitted), and performance monitoring. Content may be retained and used even after expiration or termination of this Agreement, subject to applicable law and privacy policies.

All Content that is connected to your WIN Business, the WIN Marks, or the WIN Home Inspection System shall be deemed part of the System and is either (a) the property of WIN or (b) subject to an irrevocable, perpetual, royalty-free, worldwide license granted to WIN to use, reproduce, modify, distribute, display, publish, and create derivative works from such Content for any lawful business purpose. This includes, without limitation, inspection reports, customer communications, online reviews or responses, marketing materials, photographs, or media published on any platform where your WIN Business has a presence.

This provision does not apply to personal content unrelated to your WIN Business that is not marketed, branded, distributed, or performed in connection with the WIN Marks or the System.

You are solely responsible for ensuring that all Content you or any person acting under your direction or on your behalf (including subcontractors, team members, or vendors) upload, submit, or publish does not infringe any third party's intellectual property rights, privacy rights, or confidentiality obligations. You represent and warrant that you have obtained all permissions or consents necessary to legally share such Content with us and for our use of it under this Agreement, and that you will not submit content to us for which you lack the necessary usage rights. You agree not to share or upload any licensed third-party content that restricts sublicensing or reuse, unless such use by WIN is permitted.

We do not vet, review, or approve Content in advance, and you acknowledge that our use of any such Content is in reliance on your representation and warranty. You agree to defend, indemnify, and hold us harmless from any claims, demands, losses, liabilities, costs, or expenses (including attorneys' fees) arising from any Content you or your designees provide or publish, including but not limited to claims of intellectual property infringement, invasion of privacy, or breach of confidentiality. Your obligation to defend and indemnify includes covering any claims made directly against us based on our use of such Content. You must ensure that your insurance policies provide coverage for such claims and name us as an additional insured where applicable.

We reserve the right to remove, or require removal or modification of, any Content, including that posted on third-party platforms, that we determine is misleading, non-compliant with System standards, or detrimental to the WIN brand.

E. "Designated Owner" means the ~~Principal Owner who will oversee your WIN Business operations on an exclusive and full-time basis, and represent you in interactions and communications with us~~ individual you designate in the Franchise Agreement (or otherwise approved by us in writing) who is responsible for managing the day-to-day operations of your WIN Business. The Designated Owner must:

- Be an equity owner of the entity that owns the WIN Business (unless we provide a written exception);
- Complete all required training and certifications;

- Devote their full-time and exclusive efforts to the WIN Business;
- Not perform any services (whether as owner, consultant, advisor, contractor, or employee) for any business that offers or supports Approved Products and Services or otherwise competes with the WIN Business, either directly or indirectly. This includes side ventures, advisory roles, and back-office or support functions.

You must notify us in writing and receive our written consent before removing, replacing, or materially reducing the involvement of your Designated Owner. If the Designated Owner becomes unable or unwilling to fulfill their responsibilities for any reason, you must designate a qualified replacement within 30 days and obtain our written approval for the replacement. We may require that the Designated Owner be replaced if, in our judgment, they fail to adequately supervise the WIN Business or meet performance, compliance, or engagement standards. Failure to maintain a qualified and exclusive Designated Owner is a material and non-curable breach of this Agreement.

F. “Gross Revenue” means the aggregate dollar amount from all sales of Approved Products and Services, and any other goods or services that we authorize you to offer, whether made, or provided directly by, ~~or in connection with your WIN Business or the Marks~~ you, indirectly through others, or through any business or individual acting on your behalf, including through any affiliate, related party, family member, or subcontractor, whether for cash ~~or~~, credit, barter, or other non-cash payments or consideration at fair market value, regardless of collection in the case of credit, and without any deduction for any costs, including, for example, credit card processing fees, transaction fees, bank fees, or third-party booking platform commissions. Gross Revenue includes, without limitation: (i) all sales of Approved Products and Services made or provided through your WIN Business; (ii) all sales of Approved Products and Services made or provided by you or any Principal Owner ~~directly~~, or ~~indirectly~~ by any business or individual acting on your behalf, under your influence or control, including through any affiliate, related party, family member, or any subcontractor; and (iii) all ~~other~~ sales of Approved Products and Services made under any “doing business as” (DBA) name, assumed name, or alternate brand, whether or not using the Marks; (iv) all sales of Approved Products and Services made or provided by your WIN Business, whether or not using the Marks; and (v) all revenue from Approved Products and Services that are marketed, booked, scheduled, or fulfilled through WIN-approved materials, branding, systems, or platforms, including digital platforms or call centers. “Gross Revenue” does not include (a) bona fide gratuities paid by customers to ~~you or~~ your WIN Business employees that are not disguised service charges or compensation for Approved Products and Services; (b) any sales tax or other tax you collect from your customers and pay to the appropriate authority; and (c) any refunds ~~approved by us~~ that you give to your customers in good faith to advance the goodwill of your WIN Business. For clarity, Gross Revenue includes all revenue for any Approved Products and Services offered, sold, or delivered by, through, or in connection with you, any Principal Owner, or your WIN Business, regardless of the entity, trade name, or channel used to perform or deliver such services, and regardless of whether the Marks were used in connection with those services.

G. “Marks” means the ~~“WIN” and “WIN Home Inspection” service marks, and other proprietary trademarks, trade names~~, service marks, logos, trade names, slogans, domain names, logos and other commercial symbols that we have designated, or may in the future designate, own, control, license, or authorize for use in connection with the WIN Business. The Marks include “WIN Home Inspection-System,” “WINnovation,” “WINspect,” the WIN logo, and any other designations we may designate in writing. You may use the Marks only as expressly permitted under this Agreement, the Operations Manual, and our brand standards, and solely in connection with the operation of your WIN Business. The Marks and all goodwill associated with them are our sole property. Your right to use the Marks is limited, non-exclusive, non-transferable, and revocable. Any use of the Marks must clearly identify your WIN Business as independently owned and operated and must not create confusion with WIN or our affiliates. Additional terms, restrictions, and obligations regarding use of the Marks are set forth in the Operations Manual and Section 7 of this Agreement.

H. “Principal Owner” means any ~~person~~individual or entity ~~who~~that directly or indirectly owns ~~a 5% or greater interest in you and as set forth in Exhibit D,~~ controls, or has the power to vote 10% or more of the equity interests in your WIN Business, whether through ownership, trusts, family relationships, voting agreements, or other arrangements. This includes any spouse, domestic partner, immediate family member, or affiliate acting in coordination with such individual. If ~~any~~a Principal Owner is a corporation or other entity ~~other than,~~ then any individual who owns or controls 10% or more of that entity is also deemed a Principal Owner. If a Principal Owner is a partnership, each general partner is a Principal Owner, and if any general partner is an entity, then any individual who owns or controls 10% or more of that entity is also deemed a “Principal Owner” ~~also will mean a shareholder or owner of a 5% or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a “Principal Owner” also will mean each general partner of such partnership.~~ All Principal Owners must be disclosed to us in writing and listed in Exhibit D at the time of signing this Agreement, and you must promptly notify us in writing of any change in Principal Ownership. We may require background checks or other vetting procedures for any Principal Owner, and our approval may be required as a condition of continued participation in the WIN System. You are responsible for ensuring that all Principal Owners comply with the terms of this Agreement. Any act or omission by a Principal Owner that would constitute a breach if committed by you will be treated as a breach by you. You may not permit any Principal Owner to engage, directly or indirectly, in any business that offers, markets, or supports services that fall within the scope of Approved Products and Services, if such general partner is an entity, each owner of a 5% or greater interest in such general partner ~~regardless of whether the business uses the Marks.~~

I. “Resources” means any ~~license or access to~~ tools, software ~~or,~~ applications, ~~resources~~platforms, templates, systems, materials, information~~data,~~ or ~~templates~~documentation that we or our affiliates provide or make available to you, directly or indirectly, for use in connection with the operation of your WIN Business ~~as.~~ Resources may be delivered through the WINnovation Platform, WIN Intranet, or other channels we designate. Resources are part of the WIN Home Inspection System and are our proprietary property (or the property of our licensors), provided to you solely for use in connection with your WIN Business under this Agreement.

J. “Territory” means the geographic area as identified in Exhibit B.

K. “WIN Business” means a~~the~~ franchised business ~~utilizing that you own and operate under this Agreement using~~ the WIN Home Inspection System ~~under this Agreement, and under the WIN Marks, within the designated Territory. The WIN Business must comply with the standards, specifications, and requirements of the WIN Home Inspection System as updated by us from time to time.~~

L. “WIN Home Inspection System” means the ~~WIN~~proprietary system ~~which~~developed and owned by us for operating a WIN Business. It includes Approved Products and Services, and any other related services that we may designate in the future under the Marks; certain distinctive types of equipment (including the Computer System); Confidential Information; marketing, business development, and advertising techniques and materials; operating procedures; product and service quality standards; business methods; the WINnovation Platform; Resources; Operations Manual; Intranet; and any other tools, processes, or expertise that we ~~supply~~provide or require you to use throughout the term of this Agreement. The WIN Home Inspection System is proprietary to us, may be updated or modified from time to time in our sole discretion, and you agree to operate your WIN Business in accordance with its then-current form.

M. ~~“WINnovation Platform” means our proprietary bundle of software, data storage, infrastructure, and services in the operation of your WIN Business, including all existing or future~~

~~communication (including but not limited to email systems and customer relationship management systems) or data storage systems, components thereof and associated services, provided by us, our affiliates or third parties, which we have developed, customized and/or selected. “WINnovation Platform” means our proprietary system of integrated tools and technologies, including both proprietary and licensed components, which we exclusively configure and control for use in your WIN Business. The WINnovation Platform includes, without limitation: report writing system (WINspect), scheduling system, invoicing and payment processing system, learning and training system, business metrics and reporting tools, customer and referral source communications tools, customer agreement creation and management, and APIs, workflows, and other enhancements we develop or designate. You must use the WINnovation Platform in its entirety as directed. You may not use any alternate, modified, or competing system for any part of your WIN Business operations.~~

2. GRANT OF FRANCHISE

A. ~~Grant of Franchise, WIN Business Location and Territory. Subject to the provisions contained in terms and conditions of this Agreement; (including all exhibits and related documents, addenda, and the Operations Manual), we grant you a franchise the right to own and operate a WIN Business within the Territory identified in Exhibit B (the “Franchise”). We will designate the Territory for you to operate your WIN Business. The WIN Business must be operated from a physical address of your WIN Business that we approve in writing in advance (the “Approved Location”) must be approved by us in writing before you can begin to operate your WIN Business.~~ We recommend that you operate your WIN Business from your home. You may not use a virtual address ~~for your WIN Business address. For purposes of this Agreement, a virtual address means a USPS P.O. Box, UPS store, non-physical address, or any other address~~ such as a P.O. box or virtual mailbox provider such as UPS. You may ~~operate your WIN Business from which you do not conduct your WIN Business. Even if we approve your use of a virtual address as an Approved Location on a temporary basis, you must, within thirty (30) days of our request, obtain and use a physical address instead. Your Approved Location and Territory are identified in Exhibit B~~ your home only if permitted by local zoning laws and regulations. You may not relocate your Approved Location without our prior written ~~consent~~ approval. We may withhold approval if you are in default of this Agreement.

B. ~~Permitted Actions Inside Territory Focus and Outside Your Territory. You may only visit agents or prospective clients for marketing~~ Guidelines for External Engagement. Your primary responsibility is to operate and grow your WIN Business within ~~the your designated Territory. You may digitally market your WIN Business i), which you acknowledge is non-exclusive. You are expected to focus your marketing, networking, sales efforts, and client development activities within the your Territory; and ii) to build strong relationships with clients and Referral Sources located in that area. You may not actively solicit or directly target clients or Referral Sources outside the your Territory so long as your digital marketing efforts do not target the territory of another WIN franchised business. This includes in-person, digital, or other outreach efforts specifically aimed at individuals or businesses outside your Territory. You may not attend open houses or, visit agents’ agent offices, or engage in other in-person marketing outside the your Territory. You may attend, except when participating in regional and/or national marketing and trade events outside approved by us. You also may not digitally target individuals or businesses located within the designated Territory. You may sell Approved Products and Services to persons or properties located inside as well as outside the Territory so long as, at our request, you can provide evidence that the source of~~ of another WIN franchisee.

However, general marketing efforts, such as your website, online reviews, corporate digital advertising, or marketing campaigns managed or supported by us, may result in inbound inquiries from outside your Territory. You may respond to and serve such inquiries, provided they were unsolicited and you are properly authorized and qualified to provide services in that area (including holding required licenses or certifications, if applicable).

If a Referral Source or client located outside your Territory contacts you on their own initiative or was developed by you in good faith prior to the Effective Date and is already included in your CRM or database, you may continue to communicate with them through standard WIN marketing tools and systems, so long as your marketing efforts remain primarily focused on your Territory and are consistent with the guidance and systems provided by us.

You may also provide Services outside your Territory if: (i) the referral ~~was developed~~ (a) originated within ~~the your~~ Territory, ~~or~~; (b) ii) the lead was received through ~~digital marketing in a manner compliant with this Agreement, or~~ (c) from the National Accounts Program or another lead source designated by us; or (iii) the client or Referral Source was already associated with your WIN Business prior to the Effective Date and your engagement complies with our current guidelines.

C. Rights Reserved To Us. We ~~(for ourselves~~ and our affiliates) retain ~~the right:~~

~~1. ——— to open and operate, or license third parties the right to open or operate, WIN businesses using the Marks and WIN Home Inspection System within and outside the Territory;~~

~~2. ——— to open and operate, or license third parties the right to open or operate, businesses that offer or sell products or services similar to your WIN Business under marks other than the Marks at any location within and outside the Territory; all rights not expressly granted to you in this Agreement. Without limiting the generality of the foregoing, we reserve the right, at any time and in our sole discretion:~~

~~1. 3-~~ to sell products, ~~itemsservices, andor~~ other ~~materialsofferings~~ under the Marks or other trademarks, including ~~by electronic means such as the Internet, via~~ websites, mobile applications, ~~and by websites we may establish~~ e-commerce platforms, or other digital or physical channels;

~~2. to open and operate, or to authorize others to open and operate, WIN Businesses using the Marks and the WIN Home Inspection System within and outside your Territory;~~

~~3. to open and operate, or to authorize others to open and operate, businesses that offer products or services that are the same as, similar to, or competitive with your WIN Business, under marks other than the Marks, within or outside your Territory;~~

~~4. to merge with, acquire, or become associatedaffiliated with any other businesses using otheror systems or(including those using different trademarks or business models), and those businesses mayto (a) convert them to or operate under the Marks or any other trademarks we control, (b) allow them to offer or sell products andor services that are similar to or the same or similar as the products and services those of your WIN Business offers, and/or (c) be locatedoperate them in any location, including within or outside the your Territory;~~

~~5. ——— to enter into agreements with and provide services under the National Accounts Program;~~

~~5. 6-~~ to advertise or promote the WIN Home Inspection System, our Marks, and related offerings in any geographic area, including inside and outside of the your Territory, including, without limitation, on the Internet (or any other existing or future form of electronic commerce) and through any medium or platform now known or developed in the future;

6. to create, operate, ~~maintain~~ and modify, ~~or discontinue the use of a website using the Marks;~~ websites, portals, platforms, and technology systems under the Marks or other brands, including through AI-powered tools, automation, APIs, or other digital infrastructure;

7. to provide services through, and enter into contracts or agreements with, clients, Referral Sources, or third parties under system-level initiatives including the National Accounts Program, digital referral channels, or other centralized systems;

8. ~~7. to operate, administrate, develop and, modify, enhance, discontinue, or otherwise change the WIN Home Inspection System in any manner that is not specifically precluded by the provisions of this Agreement; and, the WINnovation Platform, or any component thereof, in whole or in part, at any time;~~

9. ~~8. to engage in all~~ take any other ~~activities~~ actions not expressly prohibited ~~underby~~ this Agreement.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

A. Term. The term of this Agreement commences on the Effective Date of this Agreement and ~~ends five~~ continues for seven (57) years after Effective Date (the "Term").

B. Renewal. You ~~will have the right to may~~ renew the Franchise for ~~anone (1) additional seven (7) year~~ term of five (5) years, provided that all of the following conditions are met at the time of the renewal:

(1) ~~1. we are still offering~~ continuing to offer franchises under the Marks and WIN Home Inspection System;

(2) ~~2. you meet our then-current standards and specifications for new WIN franchisees,~~ including operational, technology, and branding requirements;

(3) ~~3. you have given~~ give us written notice of your intention to renew at least 180 days ~~before~~ prior to the ~~end~~ expiration of the ~~then-existing term of this Agreement~~ Term;

(4) ~~4. you have fully complied with all provisions of this Agreement, including but not limited to the all payment of obligations and all monetary obligations you owe to us or our affiliates throughout the Term, and all obligations under Section 7 of this Agreement;~~

(5) ~~5. you assign the to us all telephone numbers used in connection with the operation of your WIN Business to us and you assign or transfer to us all email addresses, websites, and, email addresses, websites, WIN Social Media accounts, and provide us with ownership rights to each WIN Profile~~ WIN Profiles used in connection with your WIN Business, and grant us ownership and control of those assets in a manner we determine;

(6) ~~6. you assign to us any and all intellectual property rights to any Improvements;~~

(7) ~~7. your Principal Owner(s) and any other employees~~ individuals we designate, complete, to our satisfaction, any new training ~~and or~~ refresher programs ~~as we may~~ reasonably require. You are responsible for ~~all~~ related travel, living and compensation costs ~~of training attendees;~~

- (8) ~~8. you sign our then-current franchise agreement~~ and related documents, which may ~~contain terms and fees that are~~ include materially different ~~from those contained in this Agreement; provided that you will be required to pay the Renewal Fee in lieu of the initial franchise fee stated in the then-current franchise agreement~~ fees, rights, and obligations. We may modify ~~the your~~ Territory at the time of renewal based on ~~our assessment of changes to~~ market conditions and our system standards;
- (9) ~~9. you and each~~ all Principal ~~Owner~~ Owners sign a general release, in a form acceptable to us, of any and all claims against us ~~and~~, our affiliates, and our respective officers, directors, employees, and agents; and
- (10) ~~10. upon our request, you submit your WIN Business and all related entities, including affiliates, to an audit~~ completed conducted by a third party at your expense. If the audit reveals you have under-reported Gross Revenue of more than 2%, you must immediately pay us, whether you renew or not, the amount owed, plus interest at the rate of 12% annually that has accrued since the date(s) of non-payment, and we may choose not to renew this Agreement upon written notice to you, in addition to the other rights we reserve in this Agreement.

~~C. — Holdover. If you do not sign a new franchise agreement prior to expiration of the Term, and you continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option this Agreement shall be deemed to have either: (1) expired as of the date of its stated expiration, with you then operating without a franchise to do so and in violation of our rights; or (2) continuing on a month-to-month basis (the “Interim Period”) until either party provides the other with written notice of such party’s intention to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. Notwithstanding anything set forth herein to the contrary, all of your obligations shall remain in full force and effect during the Interim Period as if the Term had not expired and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period. Additionally, you will pay us an administrative fee of \$350 per month during any such period you continue to operate the franchise above.~~

4. FRANCHISE FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee (the “Initial Franchise Fee”) in ~~an~~ the amount ~~equal to \$29,500 of \$15,000, which is due and payable upon signing~~ execution of this Agreement by both parties and must be initiated within one (1) business day of such execution. The Initial Franchise Fee is non-refundable and is fully earned by us ~~when we and you sign~~ upon execution of this Agreement by both parties.

B. Financing of Initial Franchise Fee. If you meet our qualifications, we may finance up to ~~\$10,000~~ 2,000 of your Initial Franchise Fee for up to ~~366~~ months, provided at the time you sign the Agreement, you also sign the Promissory Note (“Note”) attached as Exhibit E to the Agreement. The effective annual interest rate will be ~~8~~ 12%, and if we finance ~~\$10,000~~ 2,000 of your Initial Franchise Fee, your monthly payment will be ~~\$313.36~~ 341.85 for each of the ~~366~~ months of financing to pay off the loan and interest. The Note does not contain a prepayment penalty, require a security interest, and no person other than you (and, if you are an entity, your Principal Owners) must sign the Note.

C. Royalty Fee. You must pay a monthly royalty fee that is equal to the greater of (a) \$280 per month, or (b) 7% of the Gross Revenue generated by your WIN Business in the month (“Royalty

Fee”). For the first full ~~126~~ months after the Effective Date, the minimum monthly Royalty Fee of \$280 will be waived and monthly Royalty Fee will be equal to 7% of the Gross Revenue for the preceding month; provided, however, that if this Agreement is terminated ~~due to your breach~~ for any reason, and if during any of the first ~~126~~ months after the Effective Date, you owed us less than the minimum Royalty Fee of \$280 per month in any month, you must pay us the difference between the minimum Royalty Fee of \$280 per month and what you actually owed us for each of those months. The Royalty Fee is currently due and payable by the 7th day of each month for the prior month, but we may adjust payment timing subject to the terms defined in Section 4(G).

D. Infrastructure Fee. You must pay us our then-current infrastructure fee (the “Infrastructure Fee”) by the 7th day of each month along with the Royalty Fee. As of the Effective Date, the Infrastructure Fee is ~~\$350~~ 425 per month for the Principal Owner or Designated Owner, plus \$90 per month for each additional user for whom we require a wini.com email account. This fee includes access to and support for the WINnovation Platform, one wini.com email address, and a basic telephone number. We may increase the Infrastructure Fee upon 90 days’ notice to you ~~in the event our costs for providing such support are increased. In no event will the~~ Infrastructure Fee shall not be adjusted more than once in the same calendar year.

E. Startup Launch Program. We will provide you with ~~initial~~ start-up services ~~after~~ tools, and support that help you prepare for and launch your WIN Business. ~~For this one-time setup and one-time~~ These services may include business setup guidance, onboarding, operational and marketing enablement, and early-stage support (collectively, the “Startup Launch Program”). For this one-time setup and support, you must pay us a fee of ~~\$7,000 when you sign this Agreement.~~ 9,500. This fee is due and payable concurrently with the Initial Franchise Fee. The Startup Launch Program fee is non-refundable and is fully earned by us ~~when we and you sign~~ upon execution of this Agreement by both parties.

F. Interest and Late Payment Fee. Any late payment or underpayment of the Royalty Fees, Infrastructure Fees, System Brand Fees ~~and, or~~ any other amounts ~~which~~ you owe to us or our affiliates will bear interest ~~from the due date until paid the due date at the lesser of: (1) 18~~ at a rate of twelve percent (12%) per annum; (or (2) the maximum contract rate of interest permitted by law in the state in which your WIN Business is located, if lower), beginning on the original due date and continuing until the amount is paid in full. You must also pay a returned payment fee of seventy-five dollars (\$75) for any payment rejected or returned by your financial institution.

Nothing ~~contained~~ in this Section 4(F) ~~will prevent us from exercising~~ waives or limits our right to pursue any other ~~rights or remedies available to us~~ under this Agreement. You acknowledge and agree that this Section 4(F) does not ~~constitute our or our affiliates’ agreement~~ mean we are agreeing to accept ~~such~~ payments after they are due ~~or a commitment to extend, nor does it mean we are offering you credit to or otherwise finance the operation of~~ financing for your WIN Business. ~~The collection of any interest and the acceptance of any~~ If we accept a late or partial payment will (including one that incurs interest), that does not waive or diminish any of our or our affiliates’ right to any other remedies available rights under this Agreement or limit any remedies available to us.

G. Electronic Transfer of Funds. You must sign electronic transfer of funds (“EFT”) authorizations and other documents as we may periodically ~~designate~~ require, in the form attached as Exhibit C, ~~to authorize or any updated form we designate. These authorizations will permit~~ your bank to transfer, ~~either electronically or through some other method of payment we designate, funds~~ directly to our account and to charge your designated business bank account for all amounts you owe us. ~~Your authorizations will permit us to designate~~ or our affiliates. EFT includes, without limitation, ACH debits, withdrawals, split transfers at the time of customer payment collection, and other methods of electronic

payment we may designate. We may initiate EFT withdrawals for any or all fees you owe us on a per-transaction, weekly, semi-monthly, or monthly basis, at our sole discretion. We will determine the timing and amount ~~to be transferred from your account~~ of each transfer, and you authorize us to do so without prior notice. You ~~will~~ must maintain a ~~balance in your~~ designated business bank account exclusively for (i) receiving customer payments and (ii) paying amounts owed to us through EFT. You must ensure that this account maintains a sufficient ~~to allow us~~ balance to ~~collect the~~ cover all amounts owed ~~to us~~ when due. You ~~will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein~~ may not use any alternative payment platform, intermediary account, or collection mechanism unless we authorize it in writing. You will be responsible for ~~any~~ all penalties, fees, interests, fines, or ~~similar expenses~~ other charges associated with ~~the~~ any failed or rejected transfer ~~of funds described herein, including a returned payment fee of \$75~~. You must give us at least fourteen (14) days' prior written notice before making any change to your EFT bank account, ~~providing and provide~~ all documentation and information required by us to ~~change EFT to the new account~~ update your authorization. All payments must be made via EFT unless we approve an alternative in writing. Your EFT authorization must remain in effect throughout the term of this Agreement.

H. Application of Payments. We may apply ~~against any payments received from you, or any amounts we owe you, toward any~~ amounts due to us or ~~any of our affiliates any, regardless of how such payments received from you or any indebtedness of us to you are~~ labeled or designated by you. You agree that we have the sole discretion to determine the application of such payments.

I. Withholding Payments Unlawful. You agree that you ~~will~~ may not withhold or delay payment of any Royalty Fees, Infrastructure Fees, System Brand Fees, or any other amounts ~~which you owe owed to~~ us or our affiliates, ~~and that the alleged non-performance or breach of any of our obligations under~~ regardless of any claim that we breached this Agreement or any related agreement. You acknowledge that any such claim does not ~~establish~~ give you a right ~~at~~ under law or ~~in~~ equity to withhold ~~payments due us for Royalty Fees, Infrastructure Fees, System Brands Fees, or any other~~ amounts otherwise due.

J. Tax Indemnification. You will promptly pay when due all taxes and assessments levied, assessed, or required to be collected, including, without limitation, unemployment, sales, use and real and personal property taxes, and all accounts and other indebtedness of every kind incurred by you in the ownership or leasing of assets and the conduct of the business licensed under this Agreement. You will file any and all tax returns required by the laws of any applicable jurisdiction and remit the tax due to such taxing jurisdiction. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which your WIN Business is located imposes, or may in the future impose, as a result of your operation of your WIN Business or the license of any of our intangible property in the jurisdiction in which your WIN Business is located. If more than one WIN Business is located in such jurisdiction, they will share the liability on an equal basis. If applicable, this payment is in addition to the Royalty Fee payments described above. In the event of any bona fide dispute as to your liability for taxes ~~or, assessments assessed,~~ or other indebtedness, you may contest the validity or ~~the amount of the tax, assessment, or indebtedness~~ in accordance with applicable law and the procedures of the taxing authority ~~or applicable law, including, without limitation,~~ any bond requirements ~~thereof; however, However, in under no event shall~~ circumstances may you permit allow a tax sale ~~or, levy, seizure by levy of execution or similar writ or warrant, or attachment by a creditor,~~ to occur against ~~the~~ any assets of your WIN Business.

K. System Brand Fee. You must pay us a monthly System Brand Fee that is the greater of (a) \$195 per month, or (b) 4% of the Gross Revenue for the preceding month ("System Brand Fee"). For the first 6 months, the \$195 minimum is waived. If this Agreement is terminated for any reason and you owed us less than \$195 in any of those months, you must pay the difference. The System Brand Fee is

currently due by the 7th day of each month for the prior month, but we may adjust payment timing subject to the terms defined in Section 4(G). We manage the System Brand Fund and use it for brand-wide marketing, advertising, and related initiatives, and we are not required to spend any portion in your Territory.

L. Convention Fee. You must pay us the Convention Fee for the first WIN Convention, which is \$1,000 for the first attendee and is due and payable concurrently with the Initial Franchise Fee. This fee is non-refundable and is owed regardless of whether you attend the Convention. At the time of registration, you may add additional attendees. The current fee for each additional attendee is \$395, and this amount is non-refundable and payable at the time of registration.

For subsequent WIN Conventions, you must pay the then-current Convention Fee in monthly installments via EFT, in the amounts and according to the schedule we designate. We may increase the Convention Fee or adjust the installment schedule with written notice.

If this Agreement is terminated and you have not paid the full Convention Fee for the applicable year, you remain obligated to pay any unpaid portion unless we waive it in writing.

M. Call Center Fee. If we mandate use of a call center in the future, you must comply and pay the required fees ("Call Center Fee"). These fees may include monthly access charges, per-booking fees, or other related costs, and will be automatically collected via EFT in accordance with Section 4(G). We will provide at least ninety (90) days' prior written notice before mandating participation, and such notice will specify the applicable fee structure and collection schedule.

N. Designated Business Account. You must designate and maintain a single, U.S.-based business bank account in the legal name of the entity operating your WIN Business (the "Designated Business Account"), used exclusively for the operation of your WIN Business. This account must be used to:

- a. receive all revenue and payments from clients and Referral Sources for services performed under this Agreement; and
- b. make all payments to us and our affiliates via Electronic Funds Transfer (EFT), as further described in Section 4(G).

You may not collect, receive, or deposit payments related to your WIN Business into any other account, payment processor, platform, or collection system without our prior written approval. You may not change your Designated Business Account without providing us with at least fourteen (14) days' prior written notice and all documentation we require to update your EFT authorization. Your failure to maintain or fund the Designated Business Account, or your use of any unauthorized account or method for collecting or disbursing funds, will constitute a material breach of this Agreement.

5. DEVELOPMENT AND OPENING OF YOUR WIN BUSINESS

A. Development of Your WIN Business. You must open your WIN Business within 120 days of the Effective Date. At our sole discretion, we may extend this deadline up to an additional 90 days. If you are not open for business within the required time (including any permitted extension), we may terminate this Agreement— immediately upon notice to you. You must use good faith and diligent efforts to complete all pre-opening requirements continually and without unreasonable delay. Before you begin operating your WIN Business:

- (1) ~~1-~~ you must obtain an opening inventory of career wear, supplies, equipment, advertising materials, insurance, signs and such other products and materials we require you to carry for your WIN Business;
- (2) ~~2-~~ you must obtain the Computer System, an Approved Vehicle, business insurance, and any necessary state or local licenses, permits, or other certifications we require to operate your WIN Business;
- (3) you must establish your Designated Business Account and complete all required Electronic Funds Transfer (EFT) authorizations in a manner we approve;
- (4) ~~3-~~ your Designated Owner, or another person whom we have approved, must become a WIN Certified Inspector by completing all training obligations to our satisfaction (as described in Section 6(A));
- (5) ~~4-~~ if you are signing this Agreement as an individual ~~or individuals~~ rather than as an entity, you must successfully, prior to opening, transfer this Agreement and your WIN Business to ~~an~~ a legal entity ~~that~~ we approve (as described in Section 15(B));
- (6) ~~5-~~ you must complete other pre-launch steps as outlined in the Operations Manual or as we otherwise determine; and
- (7) ~~6-~~ you must obtain our prior written approval before you begin operating your WIN Business.

B. Equipment and Signs. ~~You will use in~~ In operating your WIN Business, you may use only those products, materials, supplies, equipment (including computer hardware and software), vehicles, and signs that we ~~have approved for your WIN Business~~ approve as meeting our then-current specifications and standards for appearance, function, and performance. You may purchase approved items only ~~purchase approved supplies, materials, equipment, vehicles and signs from any suppliers~~ suppliers we approve or designate, ~~(which may include us and/or our affiliates).~~ Approval of a product or item does not grant you the right to purchase it from any supplier. If you propose to purchase any ~~supplies, materials~~ product, material, equipment, vehicle, or ~~signs~~ sign that we have not ~~then~~ approved, or ~~any items~~ to purchase from ~~any~~ a supplier we have not ~~then~~ approved, you must comply with follow our alternative product or supplier procedure ~~discussed more fully~~ described in Section 10(B) ~~of this Agreement.~~

C. Computer Hardware System. We have the right to require that you use certain brands, makes, and/or models of computer hardware ~~or~~ software, and communications tools in operating your WIN Business (collectively, the "Computer System"). The Computer System includes, ~~including~~ without limitation: ~~(a)~~

- a) back office ~~and relationship management systems~~, data, CRM, audio, ~~video, and~~ voice storage ~~retrieval, and transmission systems for use in conjunction with your WIN Business;~~ ~~(b)~~ tools;
- b) the Inspection Device (defined below); ~~(c)~~
- c) computer hardware, software, platforms, and programs; ~~(d)~~ ;
- d) accounting ~~programs;~~ ~~(e)~~ software and systems;
- e) the WINnovation Platform; ~~(f) printers and other peripheral devices;~~ ~~(g) archival back-up systems;~~ ~~(h)~~
- f) dedicated telephone lines ~~(i)~~ ;
- g) smartphones and other ~~forms of~~ mobile devices; ~~(j)~~

- h) email and ~~other~~ electronic messaging services; and ~~(k)~~
- i) high-speed internet access ~~and speed~~.

You must comply with our then-current ~~standards and~~ specifications ~~with respect to~~ and standards for the Computer System at all times. Except as provided in Section 5(E), you may be required to purchase, upgrade, repair, or replace any aspect of the Computer System, ~~or make certain at your sole expense, including making~~ updates, supplements, enhancements, or modifications, ~~or enhancements to the Computer System at any time and at your sole expense~~, and there is no cap or limit ~~to on~~ the costs you may incur.

You must maintain ~~Internet access with a form of a~~ high-speed internet connection ~~at a minimum speed and specifications we may stipulate~~, and a dedicated business telephone line ~~for your WIN Business that meets our minimum specifications~~. We will ~~provide~~assign you a telephone number for your WIN Business ~~that, which~~ we own and manage ~~and you are required to~~. You must use ~~such telephone~~this number as your exclusive and primary telephone number in the operation of your WIN Business, including, ~~(but not limited to listing the telephone number as the only and primary business telephone number on any)~~ use in your email signature ~~block~~, marketing ~~material or~~materials, and any other ~~use~~placements we specify ~~to you~~.

We ~~have the right to~~may designate ~~source(s)~~one or more approved sources from which you must purchase the Computer System, ~~any and related~~ software ~~or~~, hardware ~~components thereof and associated~~, or services, ~~and we~~. This may include us or our affiliates ~~may be as the sole or~~ one of multiple approved sources ~~or the single source~~.

You must also use any software, apps, interfaces, or APIs we designate, including AI-powered or third-party licensed components. You must accept and comply with all applicable end-user license agreements (EULAs), privacy policies, and terms of use related to any technology or services required for your WIN Business.

D. Inspection Device. You must ~~utilize~~use a smartphone, tablet computer, or ~~smart phone~~laptop computer that we approve (each, an "Inspection Device") for conducting inspections in your WIN Business ~~(the "Inspection Device")~~. ~~You will use the~~. The Inspection Device is a required component of the Computer System (as defined in Section 5(C)) and must be used to input inspection data into the WINnovation Platform and ~~create the~~generate inspection ~~report~~reports. You ~~will be~~are solely responsible for purchasing and ~~installing accessories for~~maintaining the Inspection Device and all required accessories, and ~~to make for making any~~ repairs, replacements, or upgrades to the Inspection Device during the ~~initial term of this agreement, and for each~~ Term or any renewal term ~~thereafter~~. ~~You may, as required by us. If we require mobile internet access, you must purchase and maintain a data plan to support internet access to real-time connectivity for the Inspection Device.~~

E. WINnovation Platform. You must use the WINnovation Platform in the operation of your WIN Business. You agree ~~that you will~~to fully and accurately input, store, and access all business-related information ~~relating to your WIN Business~~ in the WINnovation Platform or Computer System ~~in, using the manner we outline in the Operations Manual~~fields, formats, and features we provide. You acknowledge that the WINnovation Platform and associated tools may include AI-powered features, templates, and insights, and that you remain solely responsible for verifying all outputs and information generated through such tools.

The WINnovation Platform is, and will remain, the confidential and proprietary property of us, our affiliates, or ~~our~~any third-party ~~suppliers~~providers, licensors, or developers from whom we derive rights. You ~~shall~~may not copy, duplicate, record ~~or otherwise reproduce~~, reverse engineer, de-compile ~~the data~~

~~or code in the WINnovation Platform or any upgrades thereto, in whole or in part, translate, or otherwise reproduce or make the same~~ available to any unauthorized person or entity any portion of the WINnovation Platform or any upgrades, in whole or in part.

You may be required to enter into license agreements in connection with your use of the WINnovation Platform. ~~In addition, you may be required to accept customary, including but not limited to acceptance of applicable end-user license agreements (EULAs), privacy policies, and terms and conditions and privacy policies in order to access~~ imposed by us or by third-party providers. Your use of the WINnovation Platform ~~or any component thereof~~ is subject to all provisions of the Operations Manual, including any Acceptable Use Policy.

We, our affiliates, or our third-party ~~supplier~~ providers may ~~provide you with~~ make content or information ~~in available through~~ the WINnovation Platform, ~~and it is your responsibility to verify the accuracy and relevance of such information including but not limited to client lists of clients, referral sources, inspection report templates, and/or historical data. We do not represent or warrant that such aforesaid information is accurate or complete, and you~~ the accuracy, completeness, or applicability of this content. You agree that we, our affiliates, and our ~~and our affiliates' their~~ officers, directors, managers, and employees shall ~~have no liability not be liable~~ for any damages ~~as a result of~~ resulting from your reliance on or use of ~~any~~ such information.

We or our third-party ~~supplier~~ provider(s) will provide periodic maintenance and updates to the WINnovation Platform at no additional cost to you, ~~and you.~~ You are required to use the most current version of the ~~WINnovation Platform at all times~~ platform and promptly ~~make any~~ implement all updates as we require.

We reserve the right to assign our rights, title, and interest in the WINnovation Platform, or in any ~~software license agreement~~ agreements related to it, to a third party we designate, or to replace the WINnovation Platform. ~~In such event at any time. If we do so,~~ you may be required to enter into additional ~~separate software or replacement~~ license agreements as specified by us or ~~the third party suppliers of all or part of the WINnovation Platform. In addition, you agree to abide by all provisions of the Operations Manual including any Acceptable Use Policy with regards to your use of the WINnovation Platform~~ our designated providers.

F. Data Access and Control. We may specify, in the Operations Manual, the categories of information ~~that~~ you must collect and maintain on the Computer System used for your WIN Business, ~~and you.~~ You must provide ~~to us~~ with such reports as we may reasonably request from ~~the that~~ data so collected and maintained by you.

We may access ~~the your~~ Computer System and retrieve, analyze, download, and use all data, photos, videos, text, and files stored ~~or used on the Computer System~~ or transmitted through it, without notice to you, and for any purpose ~~and without notifying you. In addition, you~~ we deem appropriate. This includes any systems, servers, cloud storage, or devices that you or your employees use to operate the WIN Business. You agree to provide us with unimpeded electronic access to the Computer System promptly upon our request, in a format or manner ~~that~~ we reasonably ~~request~~ specify.

All data pertaining relating to your WIN Business, ~~and all data created or collected by you in connection with the WIN Home Inspection System, or in connection with your operation of the business (including without limitation data pertaining to or otherwise concerning your WIN Business' including but not limited to data about customers, referral sources, inspections, and financials) or otherwise provided or created by you (including, without limitation, services, transactions, and financial performance, and any data uploaded to, or downloaded from ~~your the~~ Computer System, or ~~data relating to your WIN Business~~~~

~~on any other computer or device~~ created in connection with the WIN Home Inspection System (collectively, ~~the~~ “Data”), is and will ~~be owned exclusively by us, and we have the right to remain our~~ exclusive property. We may use such this Data in any manner ~~that~~ we deem appropriate, without ~~any~~ notice or compensation to you.

You must document all ~~products and services relating to your WIN Business in the manner as prescribed by us, including, but not limited to,~~ and transactions using the tools, formats, and tracking systems we prescribe, including all updates we implement. This includes complete and accurate entry of client information, referral ~~sources~~ source information, and proof of payment in the Computer System or any replacement system we designate.

You must ~~abide by~~ comply with all applicable federal, state, and ~~municipal~~ local laws ~~and regulations pertaining to~~ regarding the privacy and security of consumer, employee, and transactional information (“Privacy Laws”). ~~including without limitation the CCPA, CPRA, and other applicable U.S. privacy regulations.~~ Except where they conflict with Privacy Laws, you must also comply with our ~~standards and policies that we may specify pertaining~~ related to data privacy and information security. You ~~must~~ may not publish, ~~disseminate, implement,~~ revise, or rescind a ~~any~~ data privacy policy without our prior written consent. ~~It is your responsibility to comply with all laws and regulations of the payment card industry data security standards, commonly known as PCI compliance~~

You are solely responsible for ensuring compliance with the Payment Card Industry Data Security Standards (PCI-DSS). You must ~~notify us~~ immediately notify us of any suspected or actual data breach ~~in connection with~~ involving your WIN Business.

G. Vehicles. You must own or lease at least one vehicle that meets our then-current standards and specifications for use in your WIN Business (~~the~~ each, an “Approved Vehicle”). You must ensure that your WIN Business ~~has~~ maintains a sufficient number of Approved Vehicles at all times, as determined by us based on the needs of your territory and business operations. All vehicles used in connection with ~~the operation of~~ your WIN Business must ~~meet~~ comply with our ~~then-current standards and specifications, including without limitation,~~ appearance, branding, and maintenance standards. Before you open your WIN Business, you must purchase and apply the required vehicle decal package to ~~your~~ each Approved Vehicle.

If your residential community prohibits the display of vehicle decals or branding, you must notify us in writing as soon as you become aware of the restriction and request our written consent for an alternative arrangement. Any such alternative must maintain brand visibility and professionalism to our satisfaction.

If, at any time and in our reasonable judgment, the appearance, cleanliness, or general state of repair, ~~appearance, or cleanliness of the~~ any Approved Vehicle(s) does not meet our ~~then-current~~ standards, we will notify you ~~accordingly and you.~~ You must take ~~the specified~~ corrective action(s) ~~to correct the deficiency~~ within the timeframe we specify based on the severity of the issue, which may be shorter than sixty (60) days ~~of our notice~~.

6. TRAINING AND OPERATING ASSISTANCE

A. Training. Your Designated Owner and any other person who will conduct inspections on behalf of your WIN Business and who we approve (each, a “Participant”) must successfully complete ~~the Training Program~~ our training program (defined below) to our satisfaction, pass our technical exams, and obtain all legally required licenses or certifications to become a “WIN Certified Inspector(s) ~~(defined below).~~ During training, you will be.”

- (1) Initial Training Requirement. Each Participant must complete our training program (the “Training Program”), which we may conduct in person or remotely via video conferencing, audio conferencing, and/or pre-recorded sessions. We will determine the time, place, structure, and format of the Training Program.
- (2) Passing Standard and Certification. In order to become a WIN Certified Inspector, the Participant must:
 - Complete the Training Program to our satisfaction
 - Earn a passing score on all technical exams we administer
 - Obtain all required licenses and certifications mandated by state or local law

We may require additional training or testing for any Participant who fails to meet our standards. If, in our judgment, a Participant fails to satisfactorily complete the Training Program or pass the required exams, we may require that individual to retake the exam or attend further training . If no Participant becomes a WIN Certified Inspector within the required timeline, we may terminate this Agreement immediately, and you will not be entitled to any refund of non-refundable fees.

- (3) Responsibility for Costs. You are solely responsible for all costs related to associated with the Training Program and another training programs, including Participant travel ~~and transportation~~, lodging, meals, ~~and~~ salaries or wages, third-party training, equipment, and any local licensing or certification costs. We will not ~~pay~~ compensate you or any Participant for any services ~~Participant performs in connection with and performed~~ during the ~~initial or ongoing training program~~ Training Program or during any practice inspections.
- (4) Launch Contingency. You may not open or operate your WIN Business unless and until at least one Participant becomes a WIN Certified Inspector and satisfies all applicable licensing and certification requirements.
- (5) ~~1. Training Program.~~ ~~Participant must complete our training program that will be conducted at a place and time we designate, including conducting it remotely via videoconferencing and/or audioconferencing and/or pre recorded sessions (the “Training Program”). Participant must complete the Training Program to our satisfaction, earn a passing score on the technical exams conducted by us, and obtain required local licensing and certifications (if required by applicable law) to become a “WIN Certified Inspector.” Participant may be required to fulfill additional training and examination requirements through third parties to obtain local licenses and/or certifications. You will complete such requirements at your own cost and within reasonable time. If at least one Participant does not earn a passing score on our technical exams or does not complete the Training Program to our satisfaction, we may require Participant to retake the technical exam or complete additional training or we may terminate this Agreement. In the case of such termination, we will not refund any non refundable fee. In order to launch your WIN Business, you must have at least one WIN Certified Inspector that has completed the Training Program and obtained required local licensing and certifications. You are responsible for the compensation, travel, lodging and living expenses that Participant and any other attendee incurs in attending the Training Program. In the event~~ Training of New Personnel or Inspectors. If you hire or replace any management personnel during the Term, such ~~new~~ personnel must attend and ~~successfully~~ complete our then-current Training Program. ~~In the event~~ If you hire ~~one or more~~ any additional inspectors (~~each, an “AI”~~ Additional Inspectors” or “AIs”), ~~any~~ each such AI must successfully complete the technical training ~~portion~~ partportion of the Training Program. ~~Based~~ We may modify the training requirements for AIs based on our assessment of ~~the~~ their prior

experience ~~of any newly hired AI, we may alter the training requirements for each such AI.~~
In addition, ~~the~~ a Participant may be required to conduct approximately twenty (20) practice home inspections to satisfy local licensing ~~and certification~~ requirements. ~~We will not pay you any compensation whatsoever for any such practice inspections.~~ You are solely responsible for ~~all equipment, third party services, travel and living expenses you or the Participant may incur for the Training Program as well as local licensing and certifications~~ any and all costs associated with these inspections.

B. Additional Ongoing Training. We may require the ~~Participant~~, Designated Owner, any WIN Certified Inspector, and any other owners, managers, or employees ~~to participate in~~ of your WIN Business to attend and complete additional training, ~~which programs.~~ These programs may be conducted at a location we designate, or, ~~conducted~~ remotely via ~~online videoconferencing and/or audioconferencing~~ video conferencing, audio conferencing, or pre-recorded modules.

C. Continuing Education. You must, at your ~~cost, meet or exceed~~ sole expense, satisfy all continuing education requirements ~~required~~ imposed by us or by applicable law ~~or industry,~~ regulations ~~for maintaining, or licensing bodies in order to maintain~~ your license(s), permit(s), ~~or applicable~~ certification(s) necessary to operate your WIN Business.

D. Convention. We may, at ~~in~~ our discretion, hold a ~~convention typically~~ WIN Convention up to once per calendar year at a time, date, and location ~~to be selected by us~~ we select (the "Convention"). We may, ~~at our discretion, hold~~ conduct all or part of the Convention remotely ~~via~~ through video conferencing, online ~~videoconferencing~~ sessions, or other digital means.

We will determine the topics and agenda ~~for the Convention to serve the purpose, among other things, of updating you, which may include system-wide updates, training, recognition of franchisee achievements, and knowledge-sharing among franchisees and other WIN franchisees on developments affecting franchisees, exchanging information between franchisees and our personnel regarding operations and programs, and recognizing franchisees for their achievements.~~ We require you to personnel.

You are required to register for and attend ~~the~~ each Convention and ~~pay our then-current registration fees.~~ You will to pay the then-current ~~registration even if~~ Convention Fee, regardless of whether you ~~do not~~ attend. ~~All~~ This fee is non-refundable. You are solely responsible for all travel, lodging, meals, wages, and incidental expenses, including incurred in connection with your and/or your other attendees' transportation to and from the Convention, as well as lodging, meals, and salaries during the Convention are your sole responsibility participation.

We may use any ~~proportion~~ portion of System Brand Fees ~~for purposes related to the~~ support Convention-related activities, including ~~costs related to~~ materials, productions, ~~programs, and materials~~ programming.

E. Operating Assistance. You are solely responsible for the day-to-day ~~operation~~ operations of your WIN Business. We may, ~~however~~ in our discretion, provide ~~you with~~ operational advice ~~and guidance in operating your WIN Business, as we deem appropriate, including telephone conversations or assistance from time to time, which may include phone calls,~~ emails, ~~and/or remote~~ videoconferencing, or in-person ~~meetings. Such guidance and assistance may include: (1) assisting with~~ visits.

Any such assistance is optional, provided solely at our discretion, and may vary over time in scope, format, and frequency. The examples listed below are illustrative only and do not create an obligation for us to provide any particular form or amount of assistance:

(1) guidance on marketing ~~programs;~~ (2) strategies;

- (2) sharing of best business practices; ~~(3) providing periodic report~~
- (3) provision of reports or dashboards based on selectselected business metrics; ~~(4) providing a list~~
- (4) lists of necessary or recommended products andor required equipment or products; ~~(5) providing a list~~
- (5) lists of approved or designated or approved suppliers; and ~~(6)~~
- (6) other assistancesupport services we deem appropriate.

The provision of assistance does not constitute, and should not be interpreted as, any obligation by us to control or manage your WIN Business.

F. Operations Manual. During the Term ~~of this Agreement~~, we will provide ~~electronie~~you with access to a ~~manual and any other~~compilation of documents, ~~polieies~~communications, and ~~procedures for~~instructional content relating to the operation of your WIN Business, ~~and we shall make such information available to you via the intranet, videos, newsletters, emails, announcements on internal websites and portals, bulletins, notices, and other periodic communications, whether in electronic or printed formats~~ (collectively, the "Operations Manual"). The Operations Manual is not ~~onea~~ fixed document, but ~~is instead a fluid compilation of various documents~~a dynamic collection of materials that may include emails, intranet content, internal portals, newsletters, bulletins, policy updates, videos, announcements, and other communications ~~as described in this Section 6(F), whether delivered electronically or in printed form.~~

The Operations Manual ~~will~~may contain ~~mandatory and~~required or suggested specifications, standards, policies, and operating procedures ~~that we have developed for your WIN Business and information relating to your obligations. Any required specifications, standards and operating procedures exist. These materials are intended to protect our interests in the integrity of the WIN Home Inspection System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty, promote consistency across the network, and support operational excellence not to takeassume control over those matters that are reserved for you~~the operation of your independently owned business.

We may ~~from time to time~~ revise the ~~contents of the~~Operations Manual at any time, and you expressly agree to comply with anyall updates and new or changed required standard. ~~The Operations Manual is provided to you via secure mechanisms such as password protected emails and websites~~standards. We may use various formats to communicate updates to the Operations Manual, but we will not rely on minor or incidental references in informal communications to impose new mandatory standards without clearly identifying them as such.

The Operations Manual ~~must remain confidential and, including all content and formats through which it is delivered,~~ is our exclusive confidential property. You may not copy, disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. ~~Additionally, you must not unsubscribe from our email lists for any unauthorized purpose. You must remain subscribed to all WIN communications and may not opt out of operational emails, bulletins, or updates.~~

7. MARKS

A. Ownership and Goodwill of Marks. We are the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by the Marks. We have the right to use and license others to use the Marks. You acknowledge and agree that you have no right, title, or interest in or to the Marks and that your right to use the Marks is derived solely from this Agreement and is limited to the conduct of your WIN Business in compliance with this Agreement and all applicable

specifications, standards and operating procedures that we require during the Term ~~of this Agreement~~. You agree that your use of the Marks and any goodwill established exclusively benefits us and our affiliates, and that you receive no interest in any goodwill related to your use of the Marks or the WIN Home Inspection System. Your obligations regarding the Marks shall survive the expiration or termination of this Agreement. You must not, at any time during or after the Term of this Agreement, contest or assist any other person in contesting the validity or ownership of any of the Marks. Except as specified in this Agreement, the license of the Marks granted to you under this Agreement is non-exclusive and we retain the right, among others, to: (i) use the Marks in connection with selling products and services; (ii) grant other licenses to use the Marks; and (iii) develop and establish other systems using the Marks, similar proprietary marks, or any other proprietary marks (collectively “New Marks”), and to grant licenses to others to use New Marks without providing any rights to you to use the New Marks.

B. Limitations on Your Use of Marks. You may use only the Marks designated by us in operating your WIN Business, and you must use the Marks only in the manner authorized and permitted by us. You agree to use the Marks as the sole identification of your WIN Business, but you must identify yourself as the independent owner of your WIN Business in the manner we direct. You must not use any Mark as part of any corporate or trade name or in any modified form, and you cannot use any Mark in selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing. You ~~may~~must not, directly or indirectly, register ~~any domain name in connection with your WIN Business, regardless of whether such,~~ acquire, redirect, or traffic in any Internet domain name, social media handle, or other digital identifier that contains or ~~doesn't contain the Marks~~ approximates any Mark or other name associated with WIN without our prior written consent. You may not create or utilize alternative websites or landing pages for your WIN Business, including pages created by or in connection with third parties, without our prior written consent. You ~~agree to~~must prominently display the Marks ~~prominently and,~~ in the manner we direct, on all websites, social media, ~~signs and forms~~ signage, business materials, and client communications. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law. Your right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use will constitute an infringement of our and our affiliate's rights.

C. Restrictions on Internet and Website Use. Except as otherwise described in this Agreement, we retain the sole right to advertise the WIN Home Inspection System and to create, operate, maintain and modify, or discontinue the use of, a website, social media account, or other online presence using the Marks. We may, but are not obligated to, grant you the right to access and participate in our website or other online presence as further described in Section 10(K). We may, but are not obligated to, create interior pages on our website(s) that contain information about your WIN Business. If we do create such pages, we may require you to prepare all or a portion of the page for your WIN Business, with your time and at your sole expense, using ~~a template that we provide and/or by paying our designated supplier~~ the content, vendor(s), or templates we designate. Furthermore, any updates or modifications to such pages, whether required by us or requested by you, will be at your sole expense. All such information, updates, or modifications will be subject to our approval in writing prior to posting. We have no obligation to market your WIN Business outside the Territory. We will determine the content and use of the WIN website, and we may modify the WIN website, including the domain name and any other Marks we may develop, without notice to you.

1. Domain Names. You acknowledge that we and/or our affiliates are the lawful, rightful and sole owner of the Internet domain name wini.com as well as any other Internet domain names registered by us or our affiliates, and you unconditionally disclaim any ownership interest in such domain names and any Internet domain names colorably similar thereto. You agree not to register, maintain, or control any Internet domain names in any class or category that

contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic or visual variation of those words, or any other name that could be deemed confusingly similar, or any other domain created by you or a third party in connection with your WIN Business (“WIN Domain”). Immediately upon our written request, you must assign to us the ownership of any WIN Domain without any monetary award or compensation to you, and we will pay any ongoing fee for maintenance or hosting or subscription to that WIN Domain. You agree that we have unconditional right to remove any content from WIN Domains as we deem appropriate and without notice to you.

2. Social Media. You may utilize digital profiles on Google, Facebook, X, LinkedIn, YouTube, Pinterest, Instagram, or any other social media and/or internet site to benefit your WIN Business (each, a “WIN Profile”, and collectively “WIN Social Media”). We may establish WIN Social Media for your WIN Business. With our prior written consent, which we have the right to deny or revoke at any time, you may establish or maintain WIN Social Media. If we grant such approval, you must: (i) establish, operate, and maintain such profile, site or presence in accordance with our WIN Home Inspection System standards and any other mandatory policies we designate in the Operations Manual or as we otherwise mandate; (ii) use any templates that we may provide to you to create and/or modify any such profiles, sites or presences; and (iii) provide us with ownership rights to each WIN Profile in a manner we determine. Your failure to grant us ownership rights to any WIN Profile in the manner specified by us within 24 hours of its creation may result in termination of this Agreement and any other remedies afforded to us under this Agreement. You understand, acknowledge and agree that we have the unconditional right to either remove ourselves or mandate that you remove any content from WIN Social Media. If you routinely add Content on any personal digital profile that you own, you acknowledge that such profile shall be deemed a WIN Profile and part of WIN Social Media. You agree that any subsequent deletion of Content from a WIN Profile (whether initially created as a WIN Profile or created by you as a personal digital profile and then deemed as a WIN Profile) shall not change our ownership rights of any such WIN Profile. You agree to execute any forms needed to assign rights in WIN Social Media to us or our designee at any other time at our request, and hereby appoint us as your attorney-in-fact to execute such forms on your behalf.

3. Other Limitations. Except as otherwise specified herein or the Operations Manual, you may not, without limitation and without our prior written consent: (1) link to or frame any part of our website; (2) offer ~~or sell~~, market, advertise, or accept bookings for any products or services ~~on the Internet (or any other existing or future form of electronic communication)~~ related Approved Products and Services, except through WIN-approved systems, websites, platforms, or marketing channels; (3) use ~~additional~~ any unapproved email addresses ~~or~~, phone numbers ~~in operating~~, digital forms, or other contact points in connection with your WIN Business ~~beyond those we have authorized~~; or (4) create or utilize alternative websites or landing pages ~~for your WIN Business~~ or digital brand identities for any home inspection or ancillary services, including ~~any pages~~ those created with or by ~~or in connection with~~ third parties, whether or not such branding references WIN.

D. Notification of Infringements and Claims. You must notify us in writing within 24 hours of learning of any ~~apparent~~ potential infringement of, or challenge to, your use of any Mark, or any ~~claim by any person of any rights in any Mark~~ actual or threatened infringement, claim, demand, or legal notice related to the Marks or any similar trade name, trademark, or service mark of which you become aware. Unless required by law, you must not communicate with any person other than us and our counsel regarding any ~~infringement, challenge or claim~~ such matter. We may take any action we deem appropriate, and you agree that we have the right to exclusively control any litigation or other proceeding

arising out of any infringement, challenge or claim relating to any Mark. You agree to provide your full cooperation and assistance and take all actions as we may reasonably request to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

E. Litigation. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Marks. We ~~will~~ have the option, but not the obligation, to defend you, at your expense, ~~against such in any third party claims, suits, or demands arising out of~~ claim related to your use of the Marks. You will bear the cost of such defense, including, without limitation, attorney's fees and the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you must execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your direct out-of-pocket costs associated with any changes, revisions, or substitutions to the Marks that we require arising from such litigation.

F. Changes. You ~~cannot make any changes or substitutions to~~ may not modify, alter, or substitute the Marks in any way unless we ~~so~~ agree in writing. We reserve the right to modify, substitute, or discontinue the use of any Mark, or to require the use of one or more additional or substitute trademarks or service marks. ~~If we notify you in writing of any such event~~ change, you must immediately discontinue ~~using all use of the affected Marks which we have notified you, in writing, have been modified or discontinued within 10 days of receiving written notice~~ and, at your sole cost and expense ~~(subject to Section 7)~~, must ~~promptly~~ begin using ~~such~~ the additional, modified, or substituted Marks within 10 days of our written notice, or sooner if required by law, court order, or critical business need. Except to the extent otherwise provided in Section 7(E), we will not reimburse you for any expenses incurred as a result of such changes.

8. CONFIDENTIAL INFORMATION AND IMPROVEMENTS

A. Confidential Information. You acknowledge and agree that you do not have ~~nor, and~~ will ~~you not~~ acquire, any ownership or other interest in the Confidential Information, other than the limited right to use it solely in owning and connection with operating your WIN Business ~~pursuant to in accordance with~~ this Agreement, ~~and~~. You further agree that the any use or, duplication, or disclosure of any the Confidential Information by you in for any purpose other than operating your WIN Business, including use for the benefit of any third party or competing business, constitutes a material breach of this Agreement and an unfair method of competition.

You acknowledge and agree that the Confidential Information is proprietary, competitively sensitive, and is disclosed to you solely on the condition that you ~~agree you: (1) will not;~~

1. Not use the Confidential Information for your personal benefit or for the benefit of any individual, ~~corporation, partnership, trust, limited liability company, association or other entity, or business~~ other than ~~for~~ your WIN Business, ~~or and never~~ in ~~any~~ a manner adverse to ~~the our~~ interests ~~of the us; (2) will maintain;~~
2. Maintain the absolute strict confidentiality of ~~the all~~ Confidential Information ~~and not disclose to any individual, corporation, partnership, trust, limited liability company, association or other entity any Confidential Information~~ during and after the Term of this Agreement; ~~(3) will, and not disclose it to any person or entity except as expressly permitted by this Agreement;~~

3. Not make unauthorized copies of ~~any~~ Confidential Information ~~disclosed, whether~~ in written, digital, visual, or ~~electronic~~ audio form; ~~(4) will adopt~~
4. Adopt and implement all commercially reasonable procedures ~~that, at least equal to those~~ you ~~take~~ use to protect your own confidential or sensitive information, and ~~you will take~~ any additional protective actions we ~~direct you to take~~ require to prevent unauthorized use or disclosure of ~~the~~ Confidential Information; ~~and (5) will require~~
5. Require all Principal Owners, managers ~~and other,~~ employees, contractors, and agents with access to Confidential Information to sign ~~a written confidentiality agreement that has obligations to protect Confidential Information similar to agreements containing protections at least as strong as those in~~ this Agreement. ~~You agree that you will be;~~
6. Remain fully responsible for any ~~violation or unauthorized disclosure of Confidential Information by you or any of your Principal Owners, managers or employees who receives Confidential Information. Notwithstanding any other provision of this Agreement, there may be limited circumstances where applicable law allows for the use or~~ disclosure of certain Confidential Information. ~~The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent by you or by anyone within your organization who has access to it.~~

These obligations survive the expiration or termination of this Agreement.

If you are legally compelled to disclose ~~this information~~ any Confidential Information, if you may do so only to the extent strictly required by law. In such case, you must (i) promptly notify us in writing upon learning of the disclosure requirement (unless prohibited by law), (ii) use your best efforts to ~~maintain the~~ obtain confidential treatment of the Confidential Information information, and promptly provide (iii) give us ~~the~~ a reasonable opportunity to ~~obtain an appropriate~~ seek a protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed remedy to maintain its confidentiality. If you fail to take such steps and that failure results in the unauthorized disclosure or public availability of Confidential Information, such failure will be deemed a material breach of this Agreement and may result in immediate termination.

B. Improvements. If you, ~~your employees, or~~ your Principal Owner(s), employees, contractors, or agents create, conceive, discover, invent, develop, suggest, or implement any new concept, process ~~or improvement in~~, feature, deliverable, or enhancement in connection with the operation, marketing, technology, or promotion of ~~your WIN Business, including, but not limited to, any modifications, new concepts, analyses, drawings, reports, processes, improvements, ideas, suggestions, or additions to the Confidential Information or WIN Home Inspection System or the WINnovation platform, or patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable) in connection with your WIN Business (collectively, “Improvements”), you must promptly notify us, in writing and provide us full access to such Improvements, without any compensation. Regardless of whether you notify us or not, Improvements will become our sole property and we will be the sole owner of all patents, to you.~~

The term “Improvements” includes, without limitation: (i) any modification to the WINnovation Platform, WIN Home Inspection System, or any other technology, system, training program, or Confidential Information; (ii) analyses, business models, templates, workflows, data processing methods, code, integrations, APIs, or automations (including those involving AI-powered or third-party licensed tools); (iii) original written or visual materials, content, reports, presentations, marketing collateral, or

communications; and (iv) any related patent applications, ~~trademarks~~ inventions (whether or not patentable), mask works, trade secrets, copyrights~~and, trademarks, or~~ other ~~related~~ intellectual property created or used in connection with your WIN Business.

All Improvements shall be our sole and exclusive property, whether or not you provide us notice. We shall exclusively own any and all rights, titles, and interests, including all intellectual property rights, in and to all ~~other~~ Improvements, ~~whether patent able or not~~. You and your Principal Owner(s), employees, and agents hereby (i) assign to us ~~any rights you or they may have or acquire~~ all right, title, and interest in and to such Improvements, including the right to further modify ~~such concept, process or improvement, and otherwise~~, commercialize, license, or exploit such Improvements in any way we choose; (ii) waive any and ~~or release~~ all ~~rights~~ claims of ~~restraint and~~ moral rights, ~~authorship, attribution, or similar rights under any jurisdiction; and (iii) agree to sign, deliver, and cause others under your control to sign and deliver, any documents necessary to perfect or enforce our rights in the~~ Improvements and its further derivatives.

You and your Principal Owner(s), employees, and agents further agree to assist cooperate fully with us in obtaining ~~and, registering, maintaining, enforcing the, or defending~~ intellectual property ~~rights to protection for~~ any Improvements in any ~~and all jurisdictions and further agree to execute and provide us with all necessary documentations for obtaining and enforcing such rights~~ jurisdiction, both during and after the Term of this Agreement. You ~~and your Principal Owner(s) and agents~~ hereby irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any ~~such~~ documentation and to ~~deperform~~ all ~~other~~ lawful acts necessary to further the prosecution and issuance of patents or other intellectual property secure our ownership rights ~~related to any in the~~ Improvements, with the same legal effect as if executed by you.

In the event that ~~the foregoing provisions~~ any portion of this Section 8(B) ~~are found~~ is held to be ~~invalid or otherwise~~ unenforceable, you and your Principal Owner(s), employees, and agents hereby grant to us ~~an~~ an irrevocable, worldwide, perpetual, royalty-free, fully paid-up, transferable, sublicensable, and non-exclusive, fully paid license to use ~~and sublicense, reproduce, display, distribute, create derivative works of, and otherwise exploit~~ the ~~use of~~ Improvements ~~to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe your rights therein~~ in any manner we deem appropriate.

C. Trade Secrets. You ~~understand~~ acknowledge and agree that in the course of developing and operating your WIN Business, you will ~~come into possession of~~ gain access to certain ~~of our~~ trade secrets ~~concerning the manner in which we conduct business including~~ and other competitively sensitive information relating to the WIN Home Inspection System and our business operations (collectively, "Trade Secrets"). Trade Secrets include, without limitation: methods of doing business, ~~or business processes~~; strategic business plans; client and referral ~~and customer information~~ source data; pricing strategies; marketing campaigns; inspection processes and templates; vendor or supplier information; ~~accounting records; marketing and promotional campaigns~~ proprietary reports and analyses; operational workflows; technology integrations; internal communications; and any other ~~materials~~ information that is either clearly marked or labeled as ~~trade secrets, whether provided to you or developed by you, before, on, or after the Effective Date~~ confidential or would reasonably be understood to be confidential based on its nature and content.

You agree that ~~the foregoing information, which may or may not be considered trade secrets under prevailing judicial interpretations or statutes, is~~ such Trade Secrets are private, valuable proprietary, and ~~constitutes trade secrets belonging of~~ substantial commercial value to us. ~~You agree; that we they~~ derive independent economic value from ~~the foregoing information not being generally known to, and not being or~~ readily ascertainable ~~through proper means by another person or entity~~ by others; and that we

have taken reasonable steps to protect them. You further acknowledge that the Trade Secrets may or may not qualify as “trade secrets” under applicable state or federal law but are nonetheless subject to the protections of this Agreement.

You agree to take all reasonable ~~measures~~ steps to safeguard and preserve the secrecy of our Trade Secrets, including implementing confidentiality measures at least as stringent as those you use to protect your own most sensitive information, and complying with any additional safeguards we require, including ~~as we may describe further~~ those described in the Operations Manual, ~~to keep such information secret.~~ You may use the Trade Secrets only in connection with the operation of your WIN Business and only in accordance with this Agreement.

Upon expiration or termination of this Agreement for any reason, you will not use, ~~sell~~ disclose, copy, teach, train, or disseminate ~~in any manner~~ Trade Secrets to any ~~other~~ person, ~~firm, corporation, or association~~ any trade secret pertaining to the WIN Home Inspection System and/or the manner in which it is conducted or entity, and you will immediately cease any activity involving the use or disclosure of our Trade Secrets.

D. Injunctive Relief. You ~~agree~~ acknowledge that ~~damages alone cannot adequately compensate us if there is a violation or wrongful~~ any actual or threatened breach of your obligations under this Section 8, including unauthorized use or disclosure of Confidential Information or trade secrets per the provisions in this Section 8 and that injunctive relief is essential for our protection. You therefore Trade Secrets, would cause us irreparable harm for which monetary damages would be inadequate. Accordingly, you agree that we ~~are~~ will be entitled to immediate injunctive relief ~~—temporary, preliminary, and permanent—~~ without the necessity of posting ~~any~~ bond or other security, in addition to ~~the~~ any other rights or remedies ~~that may be~~ available to us at law or in equity or law.

You further agree that injunctive relief may be granted to prevent any use or disclosure of Confidential Information or Trade Secrets in violation of this Agreement, if you or anyone acting on your behalf violates any provision in to compel specific performance of your obligations under this Section 8. The ~~provisions stated~~ obligations in this Section 8 and our right to seek equitable relief will survive the termination or expiration of this Agreement.

E. Violation by You. You ~~shall~~ must promptly notify us ~~promptly~~ in writing upon ~~discovery of~~ discovering any actual or suspected unauthorized use, access, or disclosure or use of Confidential Information or Trade Secrets by you or any of your Principal Owners, managers ~~or~~, employees ~~in violation of this Agreement. In aforesaid situations, contractors, or agents. In such cases, you shall will~~ provide your commercially reasonable full cooperation, at your own expense, to help assist us regain in:

- a) Regaining possession or control of our the Confidential Information and/or prevent Trade Secrets;
- b) Preventing any further unauthorized use or disclosure, or dissemination; and
- c) Investigating the circumstances and mitigating any potential harm.

Your obligations under this section will survive the termination or expiration of this Agreement.

F. Legally Compelled Disclosures. ~~In the event that~~ If you ~~become~~ are legally ~~compelled~~ required to disclose any ~~of the~~ Confidential Information, you ~~will~~ must promptly notify us ~~promptly~~ in writing upon learning of the disclosure requirement (unless prohibited by law), so that we may seek a protective order or other appropriate remedy, or, in our sole discretion, waive compliance with the ~~provisions of~~ applicable confidentiality obligations in this Agreement. ~~In the event~~ If (a) such protective order or ~~other~~ remedy is not obtained, or (b) we waive compliance with ~~the provisions of this Agreement, you will furnish or cause to be furnished~~ may disclose only that portion of the Confidential

Information which you reasonably believe is legally required to be disclosed, and ~~will you must~~ exercise good faith efforts (at our sole expense) to obtain assurances that confidential treatment ~~is will be~~ afforded to ~~such Confidential Information upon~~ the information both during and after ~~such~~ disclosure.

9. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

A. Relationship of the Parties. You understand, acknowledge, and agree that ~~you and we have your relationship with us is that of~~ an independent contractor ~~relationship. Neither you nor we are the agent, legal representative, partner, subsidiary. Nothing in this Agreement, the WIN Home Inspection System, or your operation of the WIN Business will be construed to create any partnership, joint venturer, employee venture, joint employer or servant of the other for any reason. Neither you nor we will independently obligate the other to any third parties or represent any right to do so. This Agreement does not reflect or create a, agency, employment, fiduciary, or other special relationship of or confidence between you and us. During the term of this Agreement, you must hold yourself out to the public Neither party may obligate or bind the other to any third party, identify and neither party may represent that it has the authority to do so.~~

You agree to clearly and consistently represent yourself in all dealings with to your employees, customers, lessor employees, referral sources, suppliers, public officials, and any all other third party parties as an entity utilizing a licensee operating an independently owned and operated business under our Marks, but independent of us. You must place notices of your status as an entity utilizing our Marks, but independent of us on signs, forms, stationery prominently display this independent status including in the form we may require, on all signage, invoices, proposals, contracts, advertising, digital media, websites, email signatures, and any other materials used in a manner we may specify in connection with your WIN Business. We may revise the required form and placement of these notices through the Operations Manual or other written instruction.

B. Your Hiring and Training of Employees. You are solely and exclusively responsible for all employment related decisions and functions ~~of in connection with~~ your WIN Business ~~including. This includes, without limitation, those related to all decisions regarding hiring, firing, onboarding, training, compliance with wage and hour requirements supervision, compensation, benefits, work schedules, personnel policies, scheduling, benefits performance reviews, recordkeeping, supervision, and compliance with wage and hour laws, employee discipline, and termination of employees, regardless of whether you receive advice from us on these subjects and independent contractors.~~ You acknowledge and agree that all ~~personnel such employment~~ decisions ~~will be are~~ made independently by you, without ~~any your involvement, direction, control, or influence from us, and such decisions and actions will not be, nor be deemed to be, a decision or action of ours attributed to us under any legal theory.~~

From time to time, we may ~~provide you access to Resources that you may utilize in the operation of your WIN Business. We recommend you review such Resources carefully, including with your legal counsel, before use. You acknowledge, understand and agree that any decision you make available to use such Resources, with or without modifications, you certain optional forms, website links, handbooks, templates, policies, or other materials (collectively, "Reference Materials") related to employment practices or other operational matters. You are solely responsible for evaluating and modifying any such Reference Materials to ensure they are appropriate for your specific circumstances and compliant with or without applicable laws. You should consult your own legal counsel's review of the same, will be before implementing any such Reference Materials. Your use of any Reference Materials, whether in original or modified form, is entirely at your own choice, risk and that choice is without any influence from us and without does not create~~ any liability ~~to us whatsoever or responsibility on our part.~~

You ~~will~~must maintain ~~at all times a staff~~a sufficient number of trained employees ~~sufficient~~ to operate your WIN Business in compliance with ~~our policies, standards~~this Agreement, the Operations Manual, and applicable law. You understand and ~~acknowledge~~agree that ~~your~~all employees ~~must obtain the requisite~~who perform inspection services must hold all licenses, certifications, or permits, ~~or other state and local certification and become a~~required by law and must also be certified by us as WIN Certified ~~Inspector~~Inspectors before ~~they may provide certain inspection services, as described in the Operations Manual~~conducting any inspections on behalf of your WIN Business.

Subject to applicable ~~state~~ law, ~~prior to employment, you must require potential employees before hiring or engaging any individual who may have access to Confidential Information or interact with clients or referral sources, you must:~~

1. Conduct a background check;
2. Require the individual to sign a written confidentiality agreement ~~that has obligations to protect Confidential Information similar to~~with terms consistent with this Agreement; ~~and are consistent with applicable state laws, plus satisfactorily complete a background check. You must provide~~
3. Provide us with ~~a prior notice of~~ at least fourteen (14) days ~~before hiring an employee's~~ advance written notice of your intent to hire or engage such individual, including name, role, and expected start date.

You are responsible for ensuring that all personnel follow your obligations under this Agreement and meet all applicable legal and licensing requirements.

C. Indemnification. You ~~will, at all times, agree to~~ defend, indemnify, and hold harmless, to the fullest extent permitted by law, us ~~and~~ our ~~subsidiaries and~~ affiliates, and ~~our and each of~~ their and our respective ~~successors, heirs, and assigns~~past, present, and future officers, directors, officers, shareholders, owners, members, managers, employees, agents, successors, heirs, and representatives (hereinafter assigns (collectively, the "Indemnitees") from ~~all~~ and against any and all claims, demands, causes of action, damages, liabilities, losses, costs ~~and~~ expenses (including attorneys' fees) ~~incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (and court costs), or regulatory action, whether or not a formal proceeding or action has been instituted) which arises~~initiated, that arise out of or ~~is based upon or related~~relate to :

- a) this Agreement;
- b) your operation of the ~~activities conducted under this Agreement or in connection with your~~ WIN Business;
- c) any act, omission, negligence, or your misconduct by you or your employees' actions or inaction unless the claims, obligations, or damages are determined to be, contractors, or agents;
- d) any breach of your representations, warranties, or obligations under this Agreement or applicable law; or
- e) any actual or alleged injury, loss, or damage to any person or property arising out of or relating to your WIN Business.

This indemnity does not apply to the extent a final, non-appealable judgment by a court of competent jurisdiction determines that the claim was caused solely by our willful misconduct. We ~~reserve the right~~ may, in our sole discretion, elect to control the defense of any ~~matter~~claim in which we or our Marks are ~~named or directly affected in such manner as we deem appropriate. Such an undertaking involved,~~ and you agree to cooperate fully with us in such defense. Any such involvement or assumption of control

by us ~~will in no manner~~ does not relieve or ~~form diminish~~ reduce your indemnification obligations under this Section. Your obligations under this Section 9(C) are joint and each of several with your Principal Owners' Owner(s) and will apply to and benefit us and our affiliates, successors, and assigns. These obligations to indemnify will survive the Indemnitees and to hold them harmless expiration or termination of this Agreement.

D. Survival. ~~The indemnities and~~ All indemnification obligations, assumptions of ~~liabilities liability,~~ and ~~obligations in related duties under~~ this Section 9 ~~shall continue in full force and effect after will survive~~ the expiration or termination of this Agreement and will remain in full force and effect for as long as any covered claim or liability may exist.

E. Anti-Terrorism Laws. You certify, represent, and warrant that neither you, your Principal Owners, employees, agents, contractors, nor any person or entity with whom you are associated or with whom you do business is:

- i. designated as a Specially Designated National or Blocked Person by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC");
- ii. named in the Annex to Executive Order 13224; or
- iii. otherwise identified on any similar list maintained by OFAC or any other U.S. government agency pursuant to any Anti-Terrorism Laws.

You further certify that you are not currently, and will not become, directly or indirectly engaged in any transactions, dealings, or associations with any person or entity described above, and that none of your property or interests is subject to being frozen, blocked, or forfeited under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. You certify that none of your employees, or anyone associated with you are listed in the Annex (defined below) and that you have no knowledge or information that, if generally known, would result in you, your employees, or anyone associated with you to be listed in the Annex to Executive Order 13224, available at:

~~http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html (the "Annex").~~ You agree that you will not to: (i)

- a) hire any individuals listed in the Annex, contract with, or (ii) otherwise associate your WIN Business with any individuals person or entity listed in the Annex or identified as described above; or
- b) use your WIN Business to support, facilitate, or engage in any activity or transaction that would violate any applicable Anti-Terrorism Laws.

You must immediately notify us in writing if you become aware of any actual or suspected violation of this Section. We may terminate this Agreement immediately if we determine, in our sole discretion, that you are in breach of this Section or that your conduct, associations, or transactions present a reputational, legal, or regulatory risk to us, our affiliates, or the WIN Home Inspection System based on any such actual or suspected association or violation.

You waive and release any claims against us arising from any termination or non-renewal of this Agreement under this Section 9(E).

10. OPERATION OF YOUR WIN BUSINESS

A. Condition of your WIN Business and Approved Vehicle(s). You are solely responsible for maintaining the physical, operational, and professional condition of your WIN Business and all assets

used in connection with it. You agree to regularly inspect, repair, upgrade, clean, or replace any worn ~~out or obsolete equipment, signs, or other items used in connection with your WIN Business,~~ periodically clean such items as we require, outdated, damaged, or non-compliant items, including equipment, signage, tools, technology, and otherwise supplies, to ensure ~~that the appearance and condition of such items comply with~~ they meet our then-current standards and specifications ~~set forth as~~ outlined in the Operations Manual or as otherwise communicated by us in writing.

You must also ~~agree to~~ maintain the ~~condition and~~ appearance, cleanliness, safety, and branding of ~~the each~~ Approved Vehicle(s) ~~you use used in connection with operating your WIN Business, including applying and maintaining decals and wraps~~ in accordance with our ~~then-current standards and specifications as set forth in the Operations Manual, and,~~ at your sole cost and expense. We may require you to repair or replace ~~the vehicles as we may require, and at your sole expense, including any rebranding of the vehicle consistent with our requirements~~ an Approved Vehicle if, in our reasonable judgment, it no longer meets our appearance, branding, performance, or safety standards. If your residential community prohibits exterior vehicle branding, you must notify us in writing and receive our written consent for an alternative solution that maintains consistent brand representation during all business use. Any required rebranding, including removal and reapplication of graphics, must be completed at your expense and within the timeframe we specify.

Failure to comply with any provision of this Section will constitute a material breach of this Agreement. We may issue a written notice requiring you to cure any non-compliance within a timeframe specified by us. If you fail to cure within the required period, we may pursue legal or equitable remedies, including suspension of certain rights, temporary deactivation of platform access, or termination of this Agreement as outlined in Section 16. You further acknowledge and agree that:

- a) We are not liable for any costs, damages, or losses arising from your obligations under this Section;
- b) Our inspection, failure to inspect, or silence by us regarding any non-compliance does not constitute a waiver of our rights or a representation that you are in compliance;
- c) Your obligations under this Section remain in effect even during any temporary suspension or interruption in the operation of your WIN Business.

B. Services, Products, Supplies and Materials. In operating your WIN Business, you may only use approved or designated services, products, materials, supplies, equipment, tools, vehicle decals, vehicle ~~decals and~~ wraps, WIN career wear, signs, inventory, forms, advertising materials, and the Computer System that we have approved as meeting our specifications and standards for one or more of function, reputation, differentiation, appearance, and performance (“Approved Items”). You may purchase Approved Items only from suppliers we approve or designate (which may include us and/or our affiliates) (“Approved Suppliers”). We may periodically modify the list of Approved Items and Approved Suppliers, and you will comply with any such modified lists. You agree that certain products may only be available from one source, and we or our affiliates may be that source.

If you propose to use or offer for sale any products or services which we have not approved, you must first notify us in writing and provide sufficient information, specifications, photographs, drawings, samples or other information that we may request concerning the proposed good, service, brand and/or supplier to permit us to determine whether it meets our then-current standards and specifications. We will notify you within 90 days of receiving your request whether or not the proposed good, service, brand and/or supplier is approved; failure to respond does not constitute approval. If we approve ~~of~~ any proposed good, service, brand and/or supplier, we reserve the right to revoke our approval at any time, and you must cease use within 30 days² of receiving our notice of revocation of approval.

If we approve any additional product or service not already listed in the Approved Products and Services, such approval is conditioned on your agreement to pay all applicable fees under this Agreement, including, without limitation, the Royalty Fee, System Brand Fee, and any other fees or charges that apply to revenue-generating activities under this Agreement, unless we expressly state otherwise in writing. You must uphold our standards of quality, presentation, and customer experience in offering any such approved product or service, whether for marketing or for sale to clients.

Other than for your WIN Business, you will not, directly or indirectly, purchase products and services for a business (from which you may derive direct or indirect benefits) that offers or markets Approved Products and Services without our prior written consent. We may impose limits on the number of suppliers and/or brands for any products and services to be used in your WIN Business or require you to switch suppliers, brands, or products as part of system-wide updates or improvements. We may develop procedures for the submission of requests for approved goods, services, brands and suppliers, and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by approved suppliers). You must at all times maintain an inventory of products sufficient in quantity and variety to realize the full potential of your WIN Business.

Neither we nor our affiliates, however, guarantee that any product, service, equipment, or other item will be available from us or any third-party supplier. We and our affiliates make no warranty and expressly disclaim all warranties, express or implied, including, without limitation, any warranties of merchantability ~~—and,~~ fitness for ~~any~~ particular purpose, ~~respecting availability, compatibility, performance, non-infringement, or any warranty arising from course of dealing, course of performance, or usage of trade, with respect to any~~ products, services, equipment (including any required Computer Systems), supplies, or other items that we ~~distribute or recommend or that~~ any third parties ~~approved by us—manufacture or,~~ distribute, recommend, or approve for use in the ~~system~~ WIN Home Inspection System.

C. Standards of Service. You must at all times ~~give~~ provide prompt, courteous, knowledgeable, and efficient service to your actual and ~~potential~~ prospective customers and referral sources. ~~—You must, in~~ In all dealings with ~~your~~ customers, referral sources, suppliers, and the general public, ~~adhere to~~ you must uphold the highest standards of honesty, integrity, professionalism, and fair dealing, ~~and.~~ You must comply with ~~our~~ all service-related standards and specifications ~~as set forth in that we communicate to you, whether through~~ the Operations Manual or otherwise. You must promptly ~~and fully~~ respond to ~~and resolve~~ all customer inquiries and fully address and resolve customer complaints promptly and professionally, consistent with WIN's brand values, reputation, and customer experience standards. Your failure to maintain these service standards or to resolve complaints promptly may, in our sole discretion, constitute a material breach of this Agreement and subject you to remedies under Section 16.

D. Standards, Specifications, and Procedures. While you are solely responsible for the day-to-day operation of your WIN Business, you acknowledge and agree that we will impose and revise from time to time certain mandatory standards, specifications, and operating procedures ~~(as described in the Operations Manual) that must be met~~ to protect the Marks, customer experience, ~~any~~ other WIN Businesses, and the integrity of the WIN Home Inspection System. These requirements may be included in the Operations Manual, communicated to you in writing, or incorporated into our other policies.

You agree to strictly comply with all such mandatory standards, specifications, and ~~operating~~ procedures ~~we impose, as set forth in the Operations Manual or other policies, and you further agree that your.~~ Your failure to do so, or to promptly ~~make required~~ implement any changes ~~to comply with updates to the Operating Manual as per our written request~~ that we direct in writing, will constitute a material breach of

this Agreement. ~~You acknowledge that we have the right to vary our~~ and may result in legal or equitable remedies, including temporary deactivation of system access, suspension of rights, or termination. We may update or modify such standards, specifications and operating procedures at any time and in our sole and reasonable judgment, including to accommodate unique circumstances ~~of among~~ individual franchisees. Our ~~mandatory~~ standards, specifications, and ~~operating~~ procedures may include ~~restrictions or requirements for~~, without limitation: ~~(1)~~

- a) the type and quality of products and services offered through your WIN Business; ~~(2)~~
- b) the quality and uniformity consistency of service and sales ~~of all products and services through your WIN Business; (3) the~~;
- c) methods, procedures, and formats for service delivery, customer interaction, and ~~appearance of~~ marketing, ~~communicating with customers and referral sources, and delivery of services; (4)~~;
- d) the safety appearance, cleanliness, maintenance, ~~cleanliness, function, style, make safety~~, and appearance functionality of your WIN Business ~~and the~~ Approved Vehicle(s), ~~equipment, signage, and displays; (5) equipment~~;
- e) the ~~style, make~~ brands, models, and ~~or type~~ types of vehicles, tools, supplies, and equipment systems (including the Computer System) ~~used in operating your WIN Business; (6)~~;
- f) the display and use of promotional ~~or branded~~ signs, ~~posters, displays, standard materials~~, and brand formats ~~and similar items~~; and ~~(7)~~
- g) the content and deployment of advertising ~~and promotion materials, and the marketing campaigns and~~, lead generation, promotions ~~you use to market, or campaigns for~~ your WIN Business. ~~With our prior written approval, you~~

You may use subcontractors or third parties to provide ~~services or products authorized under this Agreement so long as you take the sole responsibility of ensuring that: (i) such subcontractors~~ Approved Products and Services only with our prior written approval and only if:

- i. they maintain insurance coverage at ~~least at similar levels carried by you and includes coverage for~~ equal to or greater than those required of you, naming you as an additional insured; ~~(ii)~~
- ii. you provide ~~evidence~~ with written proof of such insurance ~~coverage to us before the subcontractor provides any services or products; (iii) such subcontractors have~~ are delivered;
- iii. they hold all required licenses and certifications; ~~and (iv)~~
- iv. you have a written agreement(s) with ~~the subcontractors~~ each subcontractor reflecting these requirements.

We reserve the right to reject any subcontractor for any reason. You ~~agree to~~ are solely responsible for the acts or omissions of your subcontractors and must fully indemnify, defend, and hold us and our affiliates harmless from any ~~action relating, claims arising~~ directly or indirectly, ~~to such subcontractors from their conduct or non-compliance.~~

E. Compliance with Laws and Good Business Practices. You must secure ~~and~~, maintain ~~in full force at all times, and comply with~~, at your sole cost and responsibility, all ~~required~~ licenses, permits ~~and certificates relating to~~, registrations, certifications, and other authorizations required by federal, state, and local law for the lawful operation of your WIN Business. You must operate your WIN Business in full compliance with all applicable laws, ordinances ~~and~~, codes, regulations, and administrative rulings.

You must comply with all laws ~~and regulations~~ relating to ~~privacy and consumer~~ protection ~~of advertising, data, and you must comply~~ security and privacy, electronic communications, environmental protection, fair labor and employment practices, and health and safety. This includes compliance with any privacy policies ~~or~~ data protection practices, and breach response policies we may establish, as further described in Section 5(F) ~~of this Agreement. In the event of. If~~ a conflict arises between applicable laws and our ~~mandated~~ standards, you must ~~comply with~~ follow the applicable laws ~~law~~ and notify us ~~immediately of any such~~ in writing within 24 hours of discovering the conflict ~~in writing~~. You must notify us in writing within 24 hours of :

- a) the commencement of any action, suit, ~~proceeding or~~ investigation, ~~and of citation, or proceeding;~~
- b) the issuance of any ~~order, injunction, or award of decree~~ order, notice of violation, or penalty by any court, ~~or government~~ agency; or
- c) any other ~~governmental instrumentality, legal or regulatory development~~ that may adversely ~~affect the operation or financial condition of you or~~ impact your WIN Business, you personally, or any of your Principal Owners.

We ~~have the right to~~ may require you or your Principal Owners to undergo upon request and at our sole discretion, a criminal background check ~~from time to~~ or other due diligence investigation at any time, at our expense. You agree ~~that you will promptly~~ to cooperate fully ~~as necessary or reasonably requested and promptly~~ with us and our agents ~~in connection with~~ regarding any such ~~background check request by us~~. You must ~~have a signed contract with all your customers before performing~~ ensure that all inspection services provided under your WIN Business are covered by a valid, signed client agreement in a form we approve or provide, which includes appropriate limitations of liability and required disclosures. You may ~~not perform~~ any inspection services ~~as part of your WIN Business~~ without such a written contract in place. You ~~will must~~ not ~~conduct~~ engage in any ~~business or activity, advertising practice which injures any other WIN Business,~~ or conduct, online or offline, that may be deceptive, misleading, unethical, or otherwise likely to harm the reputation, goodwill, or credibility of: (i) the Marks, (ii) the WIN Home Inspection System, or ~~the goodwill associated with the Marks~~ (iii) any other WIN Business. You are prohibited from misrepresenting your qualifications, services, affiliations, or the scope of any inspections performed.

Your failure to comply with this Section constitutes a material breach of this Agreement, and we reserve the right to seek injunctive relief, damages, or any other legal or equitable remedy available.

F. Management of your WIN Business. If there is more than one Principal Owner, ~~then~~ the Principal Owners must designate one Principal Owner as the “Designated Owner.” If there is only one Principal Owner, ~~then the Principal Owner is~~ that individual will automatically serve as the Designated Owner. The Designated Owner must at all times faithfully, honestly, and diligently ~~perform~~ fulfill the obligations ~~contained in~~ under this Agreement, and continuously use best efforts to manage, grow, and promote ~~and enhance~~ your WIN Business.

The Designated Owner must ~~participate in the operation~~ personally and directly oversee all core functions of your WIN Business on ~~an~~ a full-time, exclusive ~~and full-time~~ basis during normal business hours. Without our prior written consent, the Designated Owner must not :

- a) engage in any business activity during normal business hours, ~~directly or indirectly,~~ that requires ~~any significant time commitment~~ regular, ongoing involvement or ~~otherwise that~~ may conflict materially interfere with ~~your obligations to promote~~ the management and ~~enhance~~ promotion of your WIN Business;

- b) hold themselves out as the Designated Owner while materially delegating core duties to others.

If there are multiple Principal Owners, the role of Designated Owner may not be divided, shared, or rotated among them. The Designated Owner must be a single natural person approved by us. Any proposed change in the Designated Owner requires our prior written approval and may be subject to our onboarding, training, licensing, and screening requirements as outlined in this Agreement or the Operations Manual.

G. Insurance. You agree to purchase and maintain in force, at your expense, all of the insurance coverage we require in the types and amounts described herein and updated from time to time in the Operations Manual. Such insurance is in addition to any other insurance that may be required by applicable law, your landlord, or otherwise. All insurance policies must: (1) be issued by an insurance carrier(s) designated by or acceptable to us; (2) name us, our affiliates, and our and our affiliates' officers, directors, and employees as additional insureds; (3) contain a waiver of the insurance company's right of subrogation against us; (4) contain the minimum insurance coverage set forth herein or as we set forth in the Operations Manual; and (5) provide that we will receive 30 days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We may periodically, with prior written notice to you, alter the minimum insurance coverage requirements, and require different or additional kinds of insurance, and you must accordingly comply with the new insurance requirements.

You will provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements: (i) at least 2 weeks before you commence operations of your WIN Business, (ii) on an annual basis (at least two weeks before the expiration of your then-current policy), and (iii) at such other times as we may require. In addition, you must provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require. We do not represent or warrant that any insurance that you are required to purchase will provide you with adequate coverage. The insurance requirements specified in this Agreement and the Operations Manual are for our protection. You should consult with your own insurance agents, attorneys and other advisors to determine the level of insurance protection you need and desire, in addition to the coverage and limits we require. As of the Effective Date, such policies must include a minimum of: ~~(1)~~

- a) \$1,000,000 per occurrence and \$1,000,000 in the aggregate in professional liability insurance (also known as ~~error~~errors and omissions insurance);~~(2)~~
- b) \$1,000,000 per occurrence and \$1,000,000 in the aggregate in general liability and product liability insurance;~~(3)~~
- c) \$1,000,000 per occurrence and \$1,000,000 in the aggregate in commercial automobile insurance;~~(4)~~
- d) \$500,000 in workers' compensation and occupational disease insurance, unless you are a sole proprietor with no employees and are exempt from such requirements under applicable law; and~~(5)~~
- e) any other insurance required by statute or regulation of the state in which you operate your WIN Business.

H. Participation in Certain Programs and Promotions. You must ~~use your best efforts to actively and consistently~~ promote and advertise your WIN Business ~~and must participate in all advertising and promotional programs we establish in the manner~~using the channels, formats, and messaging we ~~directs~~specify. You must follow our policies, guidelines, and programs for advertising and promotion. To the extent ~~allowed~~permitted by applicable law, ~~this includes a requirement that you must sell products or services at the~~honor promotional prices ~~and, discounts, or other~~ advertised ~~or promoted pursuant to programs~~offers that we establish for systemwide or regional promotions, except where

honoring such offers would result in a clear violation of applicable pricing or consumer protection laws. We may recommend or suggest pricing structures to promote brand consistency, but ultimate pricing decisions for your WIN Business remain your independent responsibility, except as otherwise required by law or permitted under this Agreement. Your failure to participate in required promotions or comply with promotional guidelines may be deemed a material breach of this Agreement.

I. National Accounts Program. We may establish a national accounts program (“National Accounts Program”) ~~wherein which~~ we partner with ~~other~~ businesses, organizations, or individuals to ~~create~~generate additional business opportunities for you and ~~any~~ other WIN franchisees. We reserve the sole and exclusive right to develop, negotiate, and ~~set~~determine pricing ~~for~~, scope of services, invoicing procedures, and customer terms for services provided under the National Accounts Program, ~~and to require you to~~. You may not independently negotiate, modify, or alter terms for any National Accounts client or transaction without our prior written consent. You must participate in the National Accounts Program if we designate it as mandatory. Once established, and as it evolves, the details ~~of~~and your obligations under the National Accounts Program will be ~~provided and updated~~described in the Operations Manual or communicated to you in writing.

Nothing in this Section or elsewhere in this Agreement shall be construed as creating a joint employer, agency, or partnership relationship between us with respect to your employees or contractors. You remain solely responsible for such decisions and actions.

J. Intentionally left blank.

K. Conduct on Internet, Email Use. We will provide you with a WIN email address, and you must use ~~that WIN email address~~it exclusively for all business-related communications, customer interactions, platform registrations, marketing efforts, account creation and all other business activities related to your WIN Business. You must not use personal email addresses or third-party business accounts to conduct your WIN Business unless we provide written consent.

Your conduct on the Internet ~~or~~, including but not limited to use of ~~WIN~~ email, ~~and your use of the Marks or any~~ websites, social media, business listings, digital advertising ~~of~~, or any online content related to your WIN Business ~~on the Internet will be subject to the provisions of~~, must comply with this Agreement ~~and must be in compliance with~~, the Operations Manual ~~including~~, and any Acceptable Use Policy ~~or technology policy we establish or modify from time to time. You must not use the WIN email, the Internet, or any digital or electronic media in a manner that, in our sole discretion:~~

- a) is inconsistent with the professional image and standards of the WIN Home Inspection System;
- b) misrepresents the nature of your WIN Business, your relationship with us, or the Marks;
- c) creates a risk of harm to our reputation, customers, vendors, or other WIN Businesses; or
- d) violates any applicable law, regulation, or industry best practice.

We reserve the right to monitor, suspend, or revoke access to any WIN email or online asset related to your WIN Business if you violate this Agreement or fail to comply with any standards we require. Your failure to comply with this Section will be considered a material breach of this Agreement.

L. Internal Systems Terms of Use. We have developed restricted access websites, platforms, and digital tools (collectively, the “Intranet”) that may allow you and ~~certain of your~~ Authorized Users, including your employees ~~to~~, contractors, agents, or other individuals acting on your behalf, whether compensated or not, to access portions of the Operations Manual, download approved local marketing and advertising materials, ~~to~~ communicate with us and ~~any other WIN Business, to access contents of the Operations Manual, to access Resources~~ franchisees, upload business content, submit

reports, and engage in other ~~uses that~~functions we may designate from time to time ~~(collectively, the “Intranet”). Periodically, we, We~~ may modify the terms of use for the Intranet or ~~modify or~~ discontinue the Intranet or any of its features at any time, without prior notice ~~to you. You agree that we will~~ We are not ~~be~~ liable to you or ~~to any~~ third party ~~you have a relationship in connection with from any~~ modification, suspension, malfunction, or discontinuation of the Intranet or any associated systems or services.

We are the sole owner of, and will retain all right, title, and interest in and to: (i) all Content related to your WIN Business content, data, files, templates, and all materials (“Content”) used on, prepared for, used on, or transferred to, the Intranet, WIN email, and WIN Social Media, and any other digital platforms we provide or approve (excluding any content owned by third parties and used by us under license); and (ii) all associated intellectual property rights in or to any of them and may reproduce, distribute, transmit, publish, sell or otherwise commercially exploit any such Content in any manner or through any medium we choose. You therein. To the extent such Content is not already owned by us, you and your Authorized Users hereby assign to us any and all copyrights or rights of use for all such Content, whether created by you in full or in part, or by a third party working on your behalf. You shall not delete, destroy, obscure, or otherwise impair the Content, during or after the Term.

Under no circumstances will we be liable ~~in any way for any Content, including errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of~~ any Content posted, emailed, or otherwise transmitted via the Intranet, including any errors, omissions, loss, damage, or use. We reserve the right, at our sole discretion, ~~which need not be exercised in a reasonable manner,~~ to block or remove any Content we deem inappropriate, inaccurate, or objectionable ~~and that. If you transmit via the Intranet or to suspend or terminate or your rights to the Intranet if you~~ Authorized Users violate the terms of this Section. ~~We may three (3) or more times, we may, in our sole discretion, terminate this Agreement immediately upon written notice to you if you have three or more violations under this Section, and without further opportunity to cure in addition to the any other rights and remedies afforded to us available under this Agreement or applicable law.~~

You ~~will and your Authorized Users must~~ not, ~~on through~~ the Intranet, WIN email, ~~website,~~ WIN Social Media, ~~through any websites, marketing or~~ advertising ~~or marketing platforms~~, or otherwise:

- a) ~~1. upload~~ Upload, post, email, or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, ~~derogatory,~~ defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, ~~or~~ racially, ethnically, or otherwise offensive;
- b) ~~2. impersonate~~ Impersonate any person or entity or ~~disguise the~~ misrepresent authorship or origin of any content ~~you transmit~~;
- c) ~~3. upload, post, email or otherwise transmit~~ Transmit any content ~~that~~ you do not have ~~at the~~ right to ~~transmit share~~ under any law or ~~under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);~~
- d) ~~4. upload, post, email or otherwise transmit any content that infringes~~ Infringe any patent, trademark, trade secret, copyright, or other proprietary rights ~~of any person~~;
- e) ~~5. upload, post, email or otherwise transmit any~~ Distribute unsolicited ~~or unauthorized~~ advertising, ~~promotional materials, junk mail, spam, chain letters, or any other form of solicitation~~ solicitations;
- ~~6. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;~~
- f) Upload viruses, malicious code, or anything designed to interfere with systems;

- g) ~~7. disrupt the~~Disrupt normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges or user experiences;
- h) ~~8. interfere~~Interfere with or disrupt servers or networks ~~connected to the Intranet~~;
- i) ~~9. stalk~~Stalk or otherwise harass ~~another~~others;
- j) ~~10. collect~~Collect or store personal data about ~~other~~others; or
- k) ~~11. post~~Post your WIN Business for sale, ~~and/~~ or sell ~~any~~ merchandise related to ~~the~~its sale and/or termination ~~of your WIN Business~~.

11. ADVERTISING

A. Approved Advertising and WIN Business Promotion Materials. ~~Any~~You must conduct all advertising, marketing, and promotion by you in any medium must be conducted promotional activities for your WIN Business in a professional, brand-consistent manner ~~and must conform to that~~ complies with our then-current standards and requirements as ~~set forth~~outlined in the Operations Manual or as otherwise communicated to you in writing.

You must obtain our prior written approval ~~of~~before using any advertising ~~and/or~~ promotional ~~plans and materials prior to use if such plans and materials have not been prepared~~, content, or plans, regardless of format or medium, unless the material: (i) was created by us or previously approved by us. Any plans and in writing for your specific use, and (ii) has not been subsequently modified in any way. This includes, but is not limited to, content for print, digital, audio, video, outdoor, direct mail, social media, websites, online listings, paid advertisements, AI-generated content, testimonials, case studies, influencer marketing, and affiliate, referral, or lead generation arrangements involving compensation, reciprocal promotion, or other benefit-sharing. We may establish procedures or platforms for expedited or batch approval of certain commonly used materials, templates, or campaigns. If such procedures are in place, you must follow them exactly.

Any materials or plans that you submit to us for our review will become our sole property upon submission, and there will be no restriction on our we may use, modify, or ~~dissemination of~~disseminate such materials for any purpose without compensation or attribution to you. We may revoke our prior approval of any ~~previously approved advertising materials~~marketing or promotional material at any time upon written notice to you, ~~at which time and~~ you must ~~immediately cease using such materials~~, at your sole ~~expense~~cost and without delay, cease all use, remove the material from circulation, and delete or unpublish it from all platforms and media, including social media and third-party directories. You ~~shall~~may not use the WINnovation Platform, WIN ~~Social Media, and/or the~~social media, WIN email address, any Marks, ~~directly or indirectly, to advertise or promote any business, other than a WIN Business, offering Approved Products and Services~~any other brand-related asset to promote or advertise any business, product, or service not expressly authorized in writing by us, whether for your own benefit or the benefit of any third party. This restriction includes, but is not limited to, using any such assets to promote another inspection, home services, property, consulting, or educational business, whether operated by you, your family, employees, affiliates, or other third parties.

You are solely responsible for the content and legal compliance of all marketing and advertising you create or use (regardless of approval), including but not limited to compliance with:

- a) applicable federal, state, and local laws;
- b) anti-discrimination and fair housing laws;
- c) truth-in-advertising standards;
- d) FTC guidelines on endorsements, reviews, testimonials, AI-generated disclosures, and native advertising; and
- e) any other legal requirements for required disclaimers and disclosures.

You may not engage in any co-branded or jointly sponsored advertising, charitable campaign, or public-facing partnership using our Marks without our prior written approval, and you must follow any conditions we impose on such campaigns, including branding, disclosure, and compliance requirements. You may not imply any affiliation with or endorsement by any third-party partner, vendor, client, organization, or government agency without express written approval from us. All advertising and promotional activities must reflect positively on the WIN brand, the WIN Home Inspection System, and all other WIN Businesses. We reserve the right, in our sole discretion, to determine whether any marketing or advertising material complies with these requirements, and to require immediate withdrawal or correction of any non-compliant materials.

B. Intentionally left blank.

C. ~~B.~~ System Brand Fund. You must pay ~~to us for deposit in a brand fund (the “a~~ System Brand Fund”) ~~a development contribution (the “System Brand Fee”). You must pay us a monthly System Brand Fee that is the greater of (a) \$195 per month, or (b) 4% of the Gross Revenue for the preceding month. For the first full 12 months from the Effective Date, the minimum monthly System Brand Fee of \$195 will be waived and the monthly System Brand Fee will be equal to~~ Fee as described in Section 4% ~~(K)~~ of the Gross Revenue for the preceding month; provided, however, that if this Agreement is terminated due to your breach, and if during any of the first 12 months after the Effective Date, you owed us less than the minimum System Brand Fee of \$195 per month in any month, you must pay us the difference between the minimum System Brand Fee of \$195 per month and what you actually owed us for each of those months. You will pay the System Brand Fee ~~by the 7th day of each month, in the same manner and at the same time as the Royalty Fee.~~ We will place all System Brand Fees we receive in a system-wide marketing fund (the “System Brand Fund and”), which we will manage ~~the System Brand Fund.~~

~~Reasonable disbursements from the System Brand Fund will be made solely to pay expenses we incur in connection with and use to support the general promotion and protection of the brand, the Marks, and the WIN Home Inspection System, including to: (i) conduct brand,~~

We may make reasonable disbursements from the System Brand Fund to cover expenses we incur in connection with branding, marketing, public relations, promotional initiatives, technology tools, agency engagements, and personnel dedicated to brand support and fund administration. These disbursements may include, without limitation:

- a) Brand-level advertising, marketing, ~~promotional~~ and public relations campaigns, (ii) pay for the cost of assessing and implementing tools and techniques for print and digital marketing, (iii) prepare and conduct;
- b) Production or distribution of digital, print, radio, television, and or billboard advertising; (iv) provide you with marketing materials;
- c) Evaluation and implementation of new marketing tools and technologies;
- d) Creation and dissemination of promotional materials, templates, or samples, (v) contract;
- e) Contracts with ~~various outside advertising agencies and~~ third party agencies or vendors for ~~certain~~ strategic marketing initiatives and promotional materials, (vi) create and implement support;
- f) Internal support services related to marketing and public relations campaigns, and any other advertising or public relations materials as we deem appropriate, (vii) employ advertising agencies and provide promotional brochures and advertising materials to any WIN Business and to regional and local advertising cooperatives, (viii) administer the System Brand Fund;
- g) Administrative, legal, and ~~ix) pay for~~ accounting, legal expenses;

- h) Salaries and ~~salaries and fringe~~ benefits ~~paid to our employees~~ of personnel engaged in ~~promoting the brand, the Marks and the WIN Home Inspection System and administering the System Brand Fund~~ activities;
- i) Any other activities or expenses that we determine will support the overall visibility, growth, or protection of the WIN brand.

The System Brand Fund is not a trust or escrow account, ~~and we have no fiduciary obligations regarding the System Brand Fund. We may not deposit the System Brand Fee in a separate bank account, however, we maintain a ledger of the System Brand Fund receipts and disbursements.~~ We are not obligated to spend ~~monies from the System Brand Fund in~~ any particular amount in any market, ~~and we cannot ensure that region, or for any specific WIN Business will benefit directly or on a pro rata basis from the future placement of any such advertising.~~ We may retain sole discretion over all decisions related to the System Brand Fund, including whether, when, where, and how to spend in any fiscal year an amount greater or less than the aggregate contributions to the System Brand Fund in that year. In the event our expenditures for the System Brand Fund in any one fiscal year exceeds the total amount contributed to the System Brand Fund during such fiscal year, we have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed portion of it, including the right to exceed, defer, or carry over from one fiscal year to the next. The System Brand Fund or to use such excess as a credit against its future contributions. We will determine the methods of advertising, media employed, and scope, contents, terms and conditions of advertising, marketing, promotional and public relations campaigns and programs. Within 90 days of may be commingled with our general operating accounts, but we will maintain a ledger of receipts and disbursements.

If you submit a written request received by you no later than April 30 of any year, we will provide you with an annual unaudited statement of the receipts and disbursements off from the System Brand Fund for the prior calendar year, in a format that we determine for the, within 90 days of receiving such request. We are not required to respond to any requests submitted after April 30. Late requests will not be carried over, and you must submit a new, timely request the following year if you wish to receive a statement for the that calendar year prior to the date of your written request. This deadline ensures consistent and efficient administration of the System Brand Fund and avoids the resource burden of responding to off-cycle or piecemeal requests.

If we or any affiliate owns one or more WIN Businesses, we and our affiliates will contribute to the System Brand Fund on the same basis as other franchisees.

12. RECORDS AND REPORTS

A. Accounting and Records. You must, at your expense, maintain ~~and retain~~ accurate, complete, and accurate books, records, and accounts (up-to-date financial and operational records and documentation relating to your WIN Business using such the methods of bookkeeping, format, and accounting as naming conventions we may require) relating to your WIN Business (the "Records"), in the form and manner we may direct in the Operations Manual. You must retain. These must be organized, electronically accessible, and capable of being reviewed remotely without requiring our physical presence at your business location. You must ensure that all such materials are transmitted to us via email, shared access platforms, or other electronic means we designate. You must not delete, delay uploading, or backdate any records required under this Section, regardless of format or system used. Without limiting the Records for generality of the Term of this Agreement and for six years after termination or expiration of this Agreement. The Records will include: (i) detailed monthly financial statements including profit and loss statements, income statements, and balance sheet; (ii) chart of

~~accounts in a format that we may designate; (iii) federal, state, and/or local tax returns relating to your WIN Business; (iv) police and other reports of driving incidents including accidents involving you or an employee of your WIN Business; (v) contracts with referral sources, vendors, or any other third party; (vi) federal tax returns of all Principal Owners, as well as any supporting documentation that we may request; and (vii) other records and information we may periodically request. For the avoidance of doubt, the Records will include any and all aforesaid information irrespective of whether such information was created before, during or after the Term. You will be permitted to preserve Records and submit reports electronically, consistent with our requirements. We may, at any time, access the information, Records, and Data of your WIN Business for any purpose(s), including to calculate fees, including Royalty Fee and System Brand Fees, you owe us. At our request, you will promptly provide us any clarifications or additional information requests we need require to accurately compute the fees you owe us. You also agree not to hinder the process of accessing aforesaid information. You must provide us copies of Records, Data, and supporting documents that we may designate in the Operations Manuals. We may, on our own or through a third party vendor, access the Records and you agree that you will provide prompt and ongoing authorization and access to the Records. We reserve the right to require you to work with a third party accounting firm we designate if you fail to maintain the Records in the form we require at your sole expense. foregoing, you must provide and maintain our access to:~~

- a) A well-organized and clearly labeled general ledger or accounting system (such as QuickBooks Online or another cloud-based system we approve) that allows us direct read-only access;
- b) Monthly financial statements including profit and loss statements, income statements, and balance sheets;
- c) A chart of accounts that either follows our specified format or that includes sufficient labeling and consistency to allow for reconciliation with WIN Business operations;
- d) Monthly statements for bank accounts and credit cards that you utilize to transact for your business activities whether directly related to WIN or not;
- e) Federal, state, and local tax returns (including those of all Principal Owners) for up to prior six (6) calendar years (or longer if required by law or in connection with an investigation of potential breach, diversion, or fraud as determined in our sole discretion);
- f) Copies of contracts or agreements with referral sources, vendors, subcontractors, or other third parties;
- g) Police or insurance reports involving any driving incidents related to your WIN Business; and
- h) Supporting documentation related to any of the above.

These obligations also apply to any business or individual offering inspection services or other Approved Products and Services that may be connected to you, your WIN Business, or your Principal Owners — including those involving current or former employees, contractors, or family members — regardless of whether such activities were authorized by you. You must not conceal, alter, or withhold such information, regardless of whether it was conducted under a different name, entity, or brand. We are not required to prove actual diversion in advance of requesting these records. Our reasonable suspicion based on our business judgment or objective indications will be sufficient to trigger your obligation to produce such records.

Upon request, you must provide the above information within five (5) business days. If the materials are incomplete, disorganized, or presented in a manner that significantly delays our ability to conduct an efficient review, we reserve the right to deem it a breach of this Agreement. In such cases, we may impose administrative fees, costs incurred for professional assistance (e.g., legal or accounting), and/or penalties as described elsewhere in this Agreement or the Operations Manual. These remedies are in addition to, and not in limitation of, our other rights under this Agreement, including those in Sections 16 and 17

We may, on our own or through a third-party firm, access, audit, or review this information at any time and for any purpose, including to verify compliance and calculate fees owed to us. You agree to provide all authorizations and cooperation required to facilitate such access. We may require you to work with a designated third-party accounting or bookkeeping firm at your expense if you fail to maintain your records in a manner we determine to be timely, accurate, and well-organized.

13. INSPECTION AND AUDITS

A. Our Right to Inspect your WIN Business. To determine whether you are complying with this Agreement and/or the Operations Manual, we ~~or~~ and our representatives ~~may have the right to inspect, audit, or review any aspect of your WIN Business at any time during regular business hours and, with or~~ without prior notice ~~to you, inspect your WIN Business (including~~ This includes any data, Records, Data documents, vehicles, equipment, vehicles, supplies, or other items and tools used in the operation of your WIN Business). You ~~will~~ must fully cooperate with us ~~and our representatives and will permit interviews with,~~ including making your Principal Owners, employees, vendors, and customers ~~of your WIN Business~~ available for interviews upon request. We will exercise this right in a manner that is reasonable in scope and minimally disruptive to your operations

You must, at your own expense, promptly provide us with all records, information, or materials we request in a well-organized and clearly labeled electronic format. We have no obligation to physically visit your WIN Business or travel to your location to obtain or inspect such information. It is solely your responsibility to make the required data available electronically and in an intelligible form. You must provide us with continuous electronic access to accounting records and relevant systems, including without limitation QuickBooks Online, including any tools, platforms, or systems operated by third parties (such as payroll providers, CRM systems, or referral platforms) that store or process data related to your WIN Business. If we determine that your records are disorganized, missing, inaccurate, or difficult to access or decipher, we may, in addition to other remedies, assess administrative fees or penalties or require you to retain, at your expense, a third-party accounting firm acceptable to us to correct deficiencies. You must not withhold access to any information or systems used in connection with the WIN Business, even if held by third parties or operated under a different name or account. Failure to comply with any of the foregoing obligations constitutes a material breach of this Agreement.

B. Our Right to Examine Books and Records. You must maintain all ~~Records~~ required documents and supporting ~~documents at all times at a location or in a format we may determine. You will make financial and other information available~~ information relating to your WIN Business in a complete, accurate, and organized manner, using the accounting software, naming conventions, categorization, and digital structure we may specify from time to time. All such records must be accessible by us electronically to us at all times, and will allow. You must provide us (and our authorized agents) full and free access to any such information used by your WIN Business with direct and continuous electronic access, including, but not limited to, direct and continuous access to Quickbooks full access to your QuickBooks Online account (or any other accounting software as applicable), along with all bank statements, invoices, receipts, reconciliations, tax returns, service contracts, and other documents we may designate in the Operations Manual or elsewhere in writing.

We may, at ~~all reasonable times~~ any time and without prior notice ~~to you, examine, audit, or,~~ request copies of the ~~Records. At your expense, you must provide to us~~ electronic copies of any Records we request and deliver those Records to us or our designee in electronic format. You must provide us any such Records we request immediately upon our request. You otherwise must fully cooperate with our representatives to conduct any examination or audits such records, conduct audits or inspections, or require

clarification of any line item, journal entry, classification, payment, or supporting material, whether or not it directly affects fees owed to us. You must deliver all requested records in a timely, complete, well-labeled, and readable format within 5 business days of our written request, or sooner if we determine an expedited response is necessary to address suspected diversion, fraud, or breach. Failure to do so will constitute a material breach of this Agreement.

If you submit jumbled, unlabeled, or disorganized information, we reserve the right to charge you for any time or costs we incur in sorting or interpreting the materials, including, without limitation, submissions that lack file naming consistency, chronological organization, category labeling, or proper formatting. We are under no obligation to physically visit your business, and you may not rely on our failure to visit or inspect as a waiver of your obligations. You must not hinder, delay, or obstruct our ability to examine records, and you must fully cooperate with us and any third-party vendors we designate for this purpose.

C. Result of Audit; Unreported Revenue. The following remedies are in addition to ~~all~~, and not in limitation of our, any other rights or remedies and rights available to us under this Agreement ~~and applicable or at law or equity~~.

~~1. Understatement of Less than 2%.~~ If any audit or examination ~~or audit~~ discloses an understatement of Gross Revenue of less than ~~2%~~ two percent (2%) for the audited period, you ~~will~~ must immediately pay to us the full amount of the understatement, plus interest at the lesser of 1.5% ~~one percent (1%) per month~~ or the highest ~~interest~~ rate permitted by applicable law, ~~per month on the under reported amounts~~ from the original due date of ~~non-payment~~ the underreported amounts.

~~2. Understatement of 2% or More.~~ If any audit or examination ~~or audit~~ discloses an understatement of Gross Revenue ~~between 2% and 5%~~ of two percent (2%) or more for the audited period, you ~~will~~ must: (a) immediately pay ~~to us the full~~ amount of the understatement ~~plus~~; (b) pay interest at the lesser of 1.5% ~~one percent (1%) per month~~ or the highest ~~interest~~ rate permitted by law, ~~per month~~ on the ~~under reported amounts~~ underreported amount from the original due date ~~of non-payment, plus~~; and (c) reimburse us for all costs associated incurred in connection with the audit or examination or audit, including any travel, lodging, meals, compensation, and reasonable accounting and fees, legal fees incurred by us.

~~3. If any examination or audit discloses an understatement of Gross Revenue of more than 5%, you will immediately pay to us the amount of the understatement plus the lesser of 1.5% or the highest interest rate permitted by law, per month on the under reported amounts from the date of non-payment, plus all costs associated with the examination or audit, including any travel, lodging, meals, compensation, and reasonable accounting and legal fees incurred by us personnel costs. This will constitute a material breach of this Agreement and is non-curable, and we may immediately terminate the this Agreement; upon written notice, and without any opportunity to cure, in accordance with Section 16.~~

~~4. If any examination or audit discloses an understatement of Gross Revenue of 2% or more on three separate occasions in any 36-month period, we may immediately terminate this Agreement, upon written notice, and without any opportunity to cure, in accordance with Section 16~~

Failure to Cooperate or Concealment. If you fail to fully cooperate with an audit or examination, delay or withhold required records, submit disorganized or incomplete information, or conceal data (including access to systems like QuickBooks Online or equivalent platforms), we may, at our sole discretion and based on a good-faith review of available information, estimate the Gross Revenue and fees (including Royalty Fees and System Brand Fees) that were underreported. This estimate may rely on banking

records, invoice history, platform logs, referral activity, or third-party data. You agree to be bound by our good-faith estimate and must immediately pay the estimated amounts, plus applicable interest and audit costs as described above. Such failure will be considered a non-curable material breach, and we may immediately terminate this Agreement in accordance with Section 16, in addition to pursuing all other legal or equitable remedies.

No Formal Audit Required to Prove Underreporting. We are not required to conduct or complete a formal audit to prove underreporting. If we reasonably conclude that underreporting occurred—based on available data, patterns, inconsistencies, or third-party records (such as referral platforms, subcontractors, payment processors, software integrations, or industry benchmarks)—we may rely on alternative methods including sampling, benchmarking, or comparisons to other WIN Businesses to determine the extent of underreporting. This also constitutes a non-curable material breach, and we may immediately terminate this Agreement under Section 16 and seek any additional remedies. Our audit and collection rights survive the expiration or termination of this Agreement.

D. Additional Requests. At any time during the Term, and in addition to other provisions in this Agreement, you ~~agree to~~ must provide us with any records, data, communications, or other information we reasonably request to ~~ensure~~ assess your compliance ~~with the Agreement. Additionally, at any time during the Term, you, enforce our rights, or support the WIN System. This includes information relating to you, your WIN Business, your Principal Owners, your employees, or any business or entity involved in inspection-related activity operated by you or your Principal Owners.~~

You must deliver all requested materials in electronic format, fully organized and clearly labeled, within five (5) business days of our written request, or sooner if needed for urgent or legal compliance matters. Incomplete, disorganized, or delayed responses may constitute a material breach of this Agreement.

You also authorize us at any time and without separate notice to conduct credit checks ~~or investigative~~ and background ~~searches~~ investigations on you ~~which may reveal information about your business experience, educational background, criminal record, civil judgments, business ownership, property ownership, liens, associations with other individuals, creditworthiness, and job~~ and your Principal Owners. These checks may include review of:

- a) Criminal or civil litigation history (including pending cases);
- b) Liens, bankruptcies, or debt defaults;
- c) Ownership of businesses, real estate, or affiliated entities;
- d) Education, employment, and professional history;
- e) Creditworthiness, performance ~~feedback~~, and public records;
- f) Known affiliations that may pose reputational, operational, or legal risks to WIN.

You agree to cooperate fully and sign any documentation required by us or third-party providers to conduct these investigations. If you or any Principal Owner refuse to cooperate, or if findings raise material concerns about integrity, reliability, or financial risk, we may deem this a material breach, subject to termination or other remedies under Section 16.

14. COVENANTS

A. Covenant Not To Compete During Term. You acknowledge that, ~~pursuant to under~~ this Agreement, you ~~will receive valuable, and your Principal Owners will gain access to~~ specialized training and ~~access to~~ Confidential Information; ~~including, but not limited to, information methods and/or data regarding the operation~~ relating to operations, marketing, sales, customer relationships (including with referral sources including such as real estate agents, promotion), and marketing methods and techniques other aspects of ~~us and~~ the WIN Home Inspection System. ~~You and each Principal Owner shall not~~

Accordingly, during the Term of this Agreement, neither you nor any Principal Owner may — directly or indirectly ~~engage in any business other than your WIN Business (, whether as an employee, agent, contractor, advisor, representative, partner, officer, director or shareholder), manager, investor, or otherwise~~ — engage in or assist any business that offers or sells any Approved Products and Services (regardless of whether or not your WIN Business has ever offered any such Approved Products and Services offers them), whether located inside the or outside your Territory ~~or elsewhere, except for your~~. This restriction does not apply to ownership of publicly traded securities that represent 1% or less than 1% of that class of publicly traded securities. ~~Further, you~~

You also agree that during the Term ~~of this Agreement~~, you will not ~~divert~~:

- a) Divert or attempt to divert any ~~present actual~~ or prospective business, vendor, ~~partner, investor or customer, investor, or referral source~~ of any WIN ~~home inspection franchise to any competitor, by direct or indirect inducement or otherwise, or do or perform~~ Business to a competing business;
- b) Engage in such diversion directly or indirectly, including through referral, recommendation, passive facilitation, or influence;
- c) Take any action, directly or indirectly, ~~any other act injurious or prejudicial to that could harm or diminish~~ the goodwill ~~associated with of~~ the Marks ~~and or~~ the WIN Home Inspection System.

Any violation of this Section is a material breach. You agree that we may bring any legal action in court to enforce this Section, including seeking injunctive relief, damages, and other equitable remedies, and that the arbitration provisions in this Agreement do not apply to such enforcement.

B. Post-Term Covenant Not To Compete. You and each of your Principal ~~Owner will not, for a period of one (1) year from the later of the date this Agreement is transferred, expired, or terminated, and the date on which you cease to operate your WIN Business (the “Restricted Period”)~~ Owners agree not to engage, directly or indirectly ~~engage~~, in any business ~~(as an employee, agent, contractor, advisor, representative, partner, officer, director or shareholder)~~ that offers or sells any Approved Products and Services (whether or not your WIN Business ~~has ever offered any such Approved Products and Services~~); ~~(i) inside them~~ for one (1) year after the later of:

- i. the termination, expiration, transfer, or non-renewal of this Agreement for any reason; and
- ii. the last date you or any of your Principal Owners are involved in operating, promoting, managing, earning revenue from, or otherwise holding out affiliation with your WIN Business.

This restriction applies within:

- a) your Territory, ~~(ii) inside;~~
- b) any ~~territories~~territory owned or operated by us, our affiliates, or ~~any other~~another WIN franchisee; ~~and (iii) anywhere within a 25-mile radius of the outside border of your Territory or a territory in existence at the beginning of the Restricted Period owned by us, our affiliates, or a WIN franchisee; provided, however, that this Section 14(B) will not apply to:~~ ~~(1)~~
- c) a 25-mile radius of any such territory described above.

This restriction applies whether you act as an employee, contractor, advisor, investor, shareholder, partner, officer, director, or in any other capacity including through an entity in which you or your Principal Owners have a financial interest or management role.

This restriction does **not** apply to:

- i. any other WIN ~~businesses that~~Business you operate under a separate WIN ~~franchise agreements;~~Franchise Agreement, or ~~(2) your~~
- ii. ownership of less than 1% of a class of publicly traded securities ~~that represent 1% or less of that class of securities. In the event of violation of this Section 14(B), the Restricted Period shall be extended to a period of one (1) year after the last such violation.~~

~~You and we have attempted in Sections 14(A) and 14(B) to limit your right to compete only to the extent necessary to protect us from unfair competition. You and we hereby expressly agree that if the scope or enforceability of the provision of Sections 14(A) and/or 14(B) are disputed by you, a court or arbitrator may modify Sections 14(A) and/or 14(B) to the extent that it deems necessary to make such provision enforceable under applicable law. In addition, we reserve the right to reduce or clarify the scope of said Sections 14(A) and/or 14(B) without your consent, at any time or times, effective immediately upon notice to you. You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities to exploit such skills. Consequently, enforcement of the covenants set forth above will not deprive you of the ability to earn a living.~~

~~This Section 14 will also apply to your Principal Owners, spouses of your Principal Owners, your officers, directors, stockholders, partners, members, trustees, personal guarantors, beneficiaries and/or principals, and any persons controlled by, controlling, or under common control with you~~

If you violate this Section at any time, the one-year restriction will be **paused during the violation** and will restart only when the violation ends. We may also seek a court order to enforce or extend the Restricted Period and to pursue any other remedies available to us under Section 16 or applicable law.

You acknowledge that Sections 14(A) and 14(B) are reasonable in scope and duration, necessary to protect our brand and Confidential Information, and do not prevent you from earning a living. If a court finds any part of this Section unenforceable, it may modify the scope or terms as needed to enforce it.

We may, at our discretion, reduce or clarify the scope of this restriction at any time by providing written notice to you.

Any violation of this Section is a material breach. You agree that we may bring any legal action in court to enforce this Section, including seeking injunctive relief, damages, and other equitable remedies, and that the arbitration provisions in this Agreement do not apply to such enforcement.

C. Injunctive Relief. You agree that monetary damages alone ~~cannot adequately~~ would be insufficient to compensate us ~~if there is a for any actual or threatened~~ violation of ~~any covenant~~ the covenants in this Section 14, and that injunctive relief is essential ~~for to protect~~ our ~~protection.~~ You therefore agree that legitimate business interests. Therefore, in the event of any such violation or threat, we are entitled to seek and obtain immediate injunctive relief from a court of competent jurisdiction, without ~~posting any~~ the need to post bond or other security, in addition to ~~the any other~~ remedies ~~that may be available to us at equity or law, if you or anyone acting on your behalf violates or threatens to violate any covenant in law or in equity.~~

You agree that we may seek such relief directly in court, and that the arbitration provisions in this Agreement do not apply to our enforcement of this Section ~~14.~~

The ~~covenants stated~~ restrictions in this Section 14 will survive the termination or expiration of this Agreement. You ~~shall will~~ reimburse us ~~in full~~ for all costs and expenses we reasonably incur in enforcing ~~the provisions of this Section 14,~~ including, ~~without limitation, reasonable~~ attorneys' fees, ~~costs of investigation and proof of facts,~~ court costs, ~~other litigation expenses~~ investigative costs, expert witness fees, and travel ~~and living or lodging~~ expenses, ~~and any damages incurred by us as a result of any breach.~~ You agree that we may seek such relief from any court of competent jurisdiction in addition to such further or other relief as may be available to us at law or in equity.

D. Non-Disparagement. You agree that, during the Term and at all times thereafter, you will not ~~at any time,~~ directly or indirectly, publicly or privately ~~or publicly,~~ orally or in writing, ~~on (including through the Intranet or the Internet,~~ social media, emails, texts, forums, or group chats), denigrate, defame, or disparage:

- (i) us;
- (ii) the reputation, performance, services, business practices or ethics WIN Home Inspection System;
- (iii) any of us, our or our affiliates' franchisees, clients, customers, referral sources, suppliers or franchisees, vendors, employees, or contractors; or
- (iv) any of our and our or their respective officers, directors, managers, equity holders, officers, employees and shareholders, agents, or representatives. ~~Further, in the case of any action,~~

This restriction applies across all platforms, whether WIN-controlled or independent. You also agree not to encourage, assist, or incite others to engage in such conduct, whether through your own actions or in coordination with third parties.

If there is any legal claim, dispute, or proceeding or claim related relating to the this Agreement, you will agree not to disclose to any person, except to the existence, terms, or outcome of such matters to any third party other than your legal, financial, or tax advisors in such matters or, unless legally required by law, any information about any such proceeding, action or claim, including the existence or status thereof to do so.

Any violation of this Section will be considered a material breach. In addition to our rights under Section 16, we may seek injunctive relief, early termination of this Agreement, denial of renewal, denial of transfer approval, or any other remedies available at law or in equity.

The arbitration provisions in this Agreement do not apply to our enforcement of this Section. We may seek injunctive relief, damages, or other legal remedies directly in a court of competent jurisdiction.

E. **Non-Solicitation.** You agree that ~~you will not~~, during the Term and the Restricted Period, you will not, directly or indirectly: ~~(1)~~

- a) solicit, interfere with, subvert, disrupt, or alter the ~~relationship,~~ contractual or ~~otherwise,~~ business relationship between us and any current or prospective WIN franchisee, customer, contractor, vendor, or supplier; ~~(2)~~
- b) solicit, interfere with, subvert, disrupt, or alter the ~~relationship,~~ contractual or ~~otherwise,~~ business relationship between any WIN franchisee and any ~~current or prospective customer, contractor, vendor~~ of their customers, contractors, vendors, or ~~supplier~~ suppliers; or ~~(3)~~
- c) divert ~~or take away or,~~ attempt to divert, or ~~take away~~ assist in the diversion of any business ~~(with respect~~ relating to Approved Products or Services; ~~(regardless of~~ whether ~~or not~~ your WIN Business ~~has ever offered any such Approved Products and Services) of any prospective or actual customers, franchisees, or accounts of us~~ services) from us, our affiliates, or any WIN franchisee.

This restriction includes communications, messages, or postings on private or public channels (including social media, forums, or messaging platforms) intended to interfere with or weaken any business relationships within the WIN System.

Any violation of this Section will be deemed a material breach of this Agreement. We may seek injunctive relief, damages, early termination, denial of renewal or transfer, or any other remedies available under Section 16 or applicable law. The arbitration provisions in this Agreement do not apply to our enforcement of this Section. We may pursue enforcement through court proceedings in any court of competent jurisdiction.

15. ASSIGNMENT

A. **By Us.** We ~~have the right to~~ may transfer or assign this Agreement, in whole or in part, and or any or all ~~or any part~~ of our rights ~~and~~ or obligations under this Agreement, to any person or entity, at any time, without prior notice to you and without your consent. You expressly waive any right to object to or condition such transfer. We will remain liable for the performance of our obligations up to the effective date of such transfer. This Agreement will be binding upon and will inure to the benefit of our successors and assigns. Any such transfer shall not relieve you of your obligations under this Agreement unless we expressly agree in writing.

B. **Your Assignment to a Corporation or Limited Liability Company.** If you are an individual, ~~before you may open your WIN Business,~~ you must assign this Agreement, within sixty (60) days from the Effective Date, to a corporation, limited liability company, or ~~another~~ other legal entity that you own and control and that we approve. This assignment is a condition of opening your WIN Business. You must obtain our prior written consent ~~to assign this Agreement~~ for the assignment. We will not unreasonably withhold our consent to an assignment ~~of this Agreement~~ to an entity ~~that~~ you own and control ~~and that we approve,~~ provided ~~you comply with all of~~ the following conditions are met: ~~(i) the~~

- a) The entity must not ~~conduct~~ engage in any business other than your WIN Business; ~~(ii) the~~
- b) The ownership and management ~~is~~ of the entity must remain substantially unchanged; ~~(iii) from those of the individual assigning the Agreement;~~
- c) The Designated Owner must actively ~~manages~~ manage your WIN Business in accordance with this Agreement; ~~(iv) you~~
- d) You and all Principal Owners of the ~~assignee~~ entity ~~sign~~ must execute the Guaranty and Assumption Agreement attached ~~hereto~~ as Exhibit D; ~~(v) you~~

- e) You must provide us with no less than ten (10) days' prior written notice ~~before of~~ the proposed ~~date of assignment of this Agreement to the entity;~~ (vi) you provide to us;
- f) You must submit a certified copy of the entity's articles of incorporation, ~~operation~~ operating agreement, ~~organizational or similar~~ documents, and a complete list of all shareholders ~~or~~ members ~~having, or owners with a~~ beneficial ~~ownership, reflecting interest, showing~~ their respective ~~interest in the assignee~~ ownership percentages;
- g) The entity; ~~and (vii) the's~~ organizational documents and ~~all issued and outstanding stock or membership~~ ownership certificates ~~will bear~~ must include a legend, in a form ~~acceptable to us, reflecting or referring to we approve, referencing~~ the assignment and transfer restrictions ~~stated in~~ this Agreement, including the requirement to obtain our prior written consent for any ownership change.

If you ~~are an individual and~~ do not ~~assign this agreement~~ complete the required assignment within sixty (60) days from of the Effective Date ~~to a corporation, limited liability company, or another entity that you own and control and that we approve, then,~~ we may immediately terminate ~~the this~~ Agreement ~~immediately. You will furnish to us at any time upon. Upon our~~ reasonable request at any time, you must provide a certified copy of the ~~Articles of Incorporation or Articles of Organization~~ entity's formation documents and ~~an updated~~ list, in a ~~form~~ format we ~~reasonably~~ require, of all ~~shareholders or members of record and all persons having a~~ beneficial ~~interest in~~ owners of any ~~corporation or other~~ entity that ~~has ownership in~~ owns your WIN Business.

C. Your Assignment or Sale of Substantially All of Your Assets. You ~~understand~~ acknowledge that we ~~have granted the Franchise under~~ are entering into this Agreement in reliance ~~upon on~~ the ~~individual or collective~~ character, ~~aptitude, attitude~~ judgment, business ~~ability~~ aptitude, integrity, and financial ~~capacity~~ condition of you and your Principal Owners. ~~You (and~~ Accordingly, neither you nor your Principal Owners) ~~shall not may, directly or indirectly,~~ transfer ~~(whether voluntary or involuntary~~ voluntarily or involuntarily), assign, or otherwise dispose of, in whole or in part and in one or more transactions, ~~your WIN Business, any of the assets of your WIN Business,~~ this Agreement, substantially all of the assets of your WIN Business, or any ownership interest in you, ~~unless you obtain~~ without our prior written consent. We will not unreasonably withhold our consent to ~~an such a transfer or~~ assignment ~~of this Agreement, provided you comply with if~~ all of the following conditions are met:

- a) 1. you You are in full compliance with this Agreement and the Operations Manual ~~and the terms of this Agreement,~~ including paying payment of all ~~outstanding monetary obligations~~ amounts due to us and our affiliates and ~~all any~~ obligations under Section 7 ~~of this Agreement;~~
- b) 2. you provide You submit to us ~~with~~ a transition plan ~~that outlines your assistance for our review and approval, outlining your transition responsibilities to proposed the~~ transferee, ~~that we will review and;~~
- c) We approve the proposed transferee and its Principal Owners in our sole discretion;
- d) 3. the proposed The transferee ~~is approved by us at our sole discretion;~~
- ~~4. the proposed transferee signs~~ executes our then-current form of franchise agreement; ~~(which may have terms that are differ materially different than the terms in from this Agreement), and all other documents we require;~~
- e) ~~5. the proposed~~ The transferee and its Principal Owners or Designated Owners satisfactorily complete our required training to our satisfaction;
- f) ~~6. if~~ If applicable, you obtain all necessary, ~~you have received the landlord consent to~~ consents for assignment or transfer of any lease ~~of the Approved Location to the proposed(s) related to your WIN Business;~~
- g) You (or transferee;

- ~~7. you make necessary expenditures to) upgrade and~~ modernize ~~all required equipment and,~~ vehicles, systems, or other items ~~used in~~ as we may require, at your ~~WIN Business; or the~~ transferee's expense;
- ~~h) 8. you~~ You or the transferee pay us a transfer fee of \$7,500 ~~for a transfer of 50% or more ownership in you, an assignment of the Franchise Agreement, or all or substantially all assets of your WIN Business (whether through one or multiple transactions), or \$2,500 for all other transfers,~~ plus ~~your~~ the transferee pays ~~us~~ the then-current Startup Launch Program ~~fee~~ Fee;
- ~~i) 9. you~~ You and ~~your~~ all Principal Owners ~~sign~~ execute a general release in our favor in a form ~~acceptable to us; 10. we approve of;~~
- ~~j) We approve~~ the ~~material provisions~~ key terms of the ~~signed~~ proposed transfer ~~contract between you or asset purchase agreement;~~
- ~~k) You and the~~ your transferee;
- ~~11. you and your transferee execute~~ enter into confidentiality, non-~~competition~~ compete, non-solicitation, and non-disparagement agreements, ~~(as permitted under by applicable laws~~ law);
- ~~l) 12. you assign the telephone numbers to us and you~~ You assign or transfer to us exclusive access and control ~~and access to~~ over all telephone numbers, email addresses, websites, ~~web~~ domains, and social media ~~pages and accounts previously used in connection~~ associated with ~~the operation of your WIN Business, including but not limited to any platforms used for lead generation, scheduling, billing, reviews, or marketing;~~
- ~~m) 13. you~~ You assign to us ~~any and~~ all intellectual property rights in and to any Improvements; ~~and~~
- ~~n) 14. the proposed~~ The transferee and its Principal Owners or Designated Owners ~~satisfactorily completes~~ satisfy all other pre-operational requirements ~~to operate your WIN Business,~~ including insurance, ~~license~~ licensing, and ~~or~~ certifications; and
- ~~o) 15. you~~ You procure and maintain, at your cost, a two-year extended ~~"tail" insurance policy for~~ errors and omissions ~~for least two (2) years from the date of termination, and name~~ policy covering your prior operations, naming us as an additional insured ~~on those policies.~~

D. Your Death or Disability. If you (or ~~a~~ any Principal Owner) die or ~~are~~ become permanently disabled, ~~your~~ (meaning a physical or mental impairment that prevents continued operation or management of your WIN Business, as reasonably determined by us), the executor, administrator, or other personal representative, or the remaining Principal Owners, must appoint a competent ~~manager acceptable to us within a reasonable time, not to exceed~~ and responsible individual (the "Successor Manager") to manage your WIN Business. The Successor Manager must be acceptable to us in our sole discretion and must complete all training and onboarding we require within ninety (90) days, from the date of death or determination of permanent disability. ~~The appointed manager must satisfactorily complete our designated training program. If a manager we approve~~ If a Successor Manager is not appointed and approved within ~~this~~ 90 days after your death or permanent disability day period, we may, but are not ~~required~~ obligated to, ~~immediately~~ appoint a temporary manager to ~~maintain~~ operate your WIN Business ~~operations on your behalf until an approved assignee can assume the management and operation of your WIN Business.~~ transferee assumes operations. Our appointment of a temporary manager does not relieve you ~~of~~ (or your estate or Principal Owners) of any obligations, ~~and we~~ under this Agreement. Our appointment of a temporary manager does not create an employment or fiduciary relationship between us and your WIN Business or its representatives. We will not be liable for any debts, liabilities, or losses; ~~costs or expenses~~ incurred in operating connection with the continued operation of your WIN Business or to any ~~of your~~ third party, including creditors ~~for any products, materials, supplies or services purchased by your WIN Business, vendors, or employees,~~ while ~~it~~ your WIN Business is managed by our appointed manager. ~~If you (or a Principal Owner) die or are permanently disabled, your executor, administrator, or other personal representative must transfer his/her interest within a reasonable time, not to exceed~~ Within four (4) months ~~from~~ of the date of death or ~~permanent~~ disability, ~~to a person we approve. Such transfers, including transfers by devise or~~ the affected ownership interest must be assigned to a transferee approved

by us. All such transfers (whether by will, intestacy, inheritance, or otherwise) will be subject to the conditions contained in Section 15(C) ~~above, provided no~~ except we will not charge a transfer fee ~~will be charged~~ for such post-death or disability transfer. If no approved transfer is completed within this four-month period, we may terminate this Agreement upon written notice, without any further opportunity to cure.

E. Public or Private Offerings. Subject to Section 15(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures, or general or limited partnership interests) in you or any of your affiliates, you agree to submit to us any written information we request before its inclusion in any registration statement, prospectus, or similar offering circular or memorandum, and must obtain our written consent to the method of financing before any offering or sale of securities. If the offering will involve more than ten (10) direct or indirect investors, or any investor acquiring a 5% or greater ownership interest in you or your affiliates, you must obtain our prior written approval before proceeding. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us, or any other aspect of ~~the offering. No information respecting us or any of our affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which request will state the specific purpose for which the information is to be used. Should we object to any reference to us or any of our affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for~~ the offering.

The prospectus or other literature utilized in any offering must contain the following language in boldface type on the first textual page:

“NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES, IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES, ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NEITHER WORLD INSPECTION NETWORK INTERNATIONAL LLC NOR ANY OF ITS AFFILIATES, ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING. THE FRANCHISOR HAS NOT REVIEWED OR APPROVED THIS OFFERING.”

F. Our Right of First Refusal. If you or your Principal Owners at any time during the Term desire to sell or assign, in whole or in part, this Agreement, the Franchise, your WIN Business, or an ownership interest representing (in the aggregate) 20% or more of the ownership in you or all or substantially all of your assets, you or your Principal Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a complete and unredacted copy of the offer to us, including all exhibits and related agreements. We will have the right, exercisable by written notice delivered to you or your Principal Owners within thirty (30) days following our receipt of the ~~proposed~~ complete offer package, to purchase the interest in your WIN Business or ~~your~~ ownership interest for the price and on the same terms ~~contained~~ stated in the offer. We may substitute cash for any non-cash form of payment proposed in the offer, and will have a minimum of sixty (60) days from the date of our written election to prepare for closing.

If we do not exercise our right of first refusal, you or your Principal Owners may complete the sale to the proposed purchaser under the exact terms ~~of~~ stated in the offer, provided ~~you and the Principal Owners otherwise comply with all other conditions of~~ this Section 15 are met. If the sale ~~to the proposed purchaser~~ is not completed within one hundred eighty (180) days after delivery of the offer to us, or if

there is ~~any~~ material change in the terms ~~of parties to~~ the sale, you must resubmit the modified offer to us, and we will again have the right of first refusal, following the same timeline and process. Our decision not to exercise this right in one instance will not waive our rights with respect to any future proposed transfers or sales. You may not structure the transaction to avoid this provision, including by selling assets or equity in tranches or through affiliated entities.

G. Guaranty. ~~You (or if~~ If you are an individual, you must sign the Guaranty and Assumption Agreement attached as Exhibit D to this Agreement. ~~If you are an entity, all of your Principal Owners)~~ must sign the Guaranty and Assumption Agreement ~~in at the form attached to time of execution of this Agreement as Exhibit D.~~ Any person or entity that ~~at any time after the date of this Agreement~~ becomes a Principal Owner of you ~~under at any time during the provisions Term—whether through transfer, assignment, inheritance, operation of this Section 15 law, or otherwise will—must,~~ as a condition of becoming a Principal Owner, sign and deliver the Guaranty and Assumption Agreement in the form we provide within five (5) business days of acquiring such interest, and prior to exercising any management authority, decision-making power, or voting rights.

The Guaranty and Assumption Agreement requires the signatory to unconditionally guarantee your obligations under this Agreement, and to be jointly and severally liable for all such obligations. We may withhold approval of any assignment, sale, or ownership change until the Guaranty and Assumption Agreement has been signed and delivered by all required parties. This requirement is in addition to, and not in lieu of, any other approvals or conditions in Section 15 or elsewhere in this Agreement.

16. OUR TERMINATION RIGHTS

A. Automatic Termination. This Agreement will terminate immediately and automatically ~~terminate,~~ without notice or an opportunity to cure, upon the occurrence of any of the following ~~defaults~~ events:

- (1) 1- Voluntary Bankruptcy. ~~If you~~ You make an assignment for the benefit of creditors; file a voluntary petition in bankruptcy; are adjudicated bankrupt or insolvent; file or ~~acquiesces in consent to~~ the filing of a petition seeking reorganization or ~~arrangement~~ relief under any federal or state bankruptcy or insolvency law; or consent to or ~~acquiesce in fail to contest~~ the appointment of a trustee ~~or~~ receiver, or similar officer for you or your WIN Business;
- (2) 2- Involuntary Bankruptcy. ~~If proceedings are~~ A proceeding is commenced ~~to have against you adjudicated bankrupt or to seek your seeking bankruptcy, reorganization, or relief under any state or federal bankruptcy or state insolvency law, and such proceedings are the proceeding is~~ not dismissed within sixty (60) days; or a trustee ~~or~~ receiver, or similar officer is appointed ~~for you or your WIN Business~~ without your consent; and ~~the appointment is not removed or vacated within sixty (60) days; or~~
- (3) 3- Dissolution. ~~If you~~ You are a corporation, limited liability company, partnership, or other ~~business~~ legal entity, and any action is taken ~~which purports to dissolve or liquidate such, or wind up the~~ entity ~~without our prior written consent.~~

B. Termination Upon Notice. We ~~have the right to may~~ terminate this Agreement upon written notice to you, without providing ~~you~~ an opportunity to cure ~~for, if you commit~~ any of the following non-curable defaults. These rights are in addition to those listed in Section 16(A).

- ~~1. — you fail to open your WIN Business within the time required under Section 5(A);~~

~~2. — you (or if you are an entity, the Designated Owner) fail to satisfactorily complete the training requirements set forth in Section 6(A);~~

~~3. — you or any Principal Owner makes a material misrepresentation or omission in the application for the Franchise or for renewal of this Agreement or any other document during the course of the operation of your WIN Business;~~

Financial Misconduct and Revenue Diversion

(1) You underreport Gross Revenue by more than two percent (2%) for any month.

(2) Any two (2) audits or examinations within a thirty-six (36) month period reveal a Gross Revenue understatement of two percent (2%) or more.

(3) ~~4. you or any Principal Owner~~ You knowingly ~~submits~~ submit false or misleading reports or information, or otherwise conceals any information or revenue from us, during the term of this Agreement, financials, or data.

~~5. — you or any Principal Owner is convicted of, or pleads guilty or no contest to, a felony, a crime involving moral turpitude, or any other crime or offense, or the government takes any action against you, that we believe will injure the WIN Home Inspection System, the Marks, or the goodwill associated therewith, or if there is proof that you have committed such a felony, crime, or offense;~~

~~6. — you or your Designated Owner fail to operate your WIN Business in full compliance with federal, state and local laws and regulations;~~

~~7. — you fail to obtain and maintain the requisite state and local licenses, permits, or other certifications necessary to operate your WIN Business within six (6) months of the Effective Date and throughout the remaining Term;~~

~~8. — you fail to obtain and maintain the required insurance coverage or fail to provide the required evidence of insurance to us, as we require in Section 10(G) and in the Operations Manual;~~

~~9. — you fail to conform to the material requirements of the WIN Home Inspection System or the material standards of uniformity and quality as described in the Operations Manual or as we have established under the WIN Home Inspection System or misuse the Marks;~~

~~10. — you fail to pay us Royalty Fees, System Brand Fees, or other amounts due and owing to us or our affiliates within 10 days from the date such payment was due. If you fail to correct the default of non payment within that time, this Agreement will terminate without further notice to you, effective immediately when the 10 day period expires, or such longer period as applicable law may require;~~

~~11. — if applicable, you default under the promissory note between you and us;~~

~~12. — you voluntarily or otherwise “abandon” your WIN Business. The term “abandon” means your failure to operate your WIN Business during regular business hours for a period of 30 consecutive days or 60 or more days in any 12 month period without our prior written consent, unless such failure is due to an event of *force majeure* as further described in Section 19(N);~~

~~13. — you or any Principal Owner are involved in any act or conduct, including in public or on the Internet, which materially impairs or otherwise is prejudicial to the goodwill associated with the name “WIN,” “World Inspection Network,” “WIN Home Inspection,” or any of the Marks or the WIN Home Inspection System;~~

~~14. — you or any Principal Owner makes an unauthorized assignment or transfer of this Agreement, your WIN Business, or an ownership interest in you without our prior written approval;~~

~~15. — the operation of your WIN Business results in a violation of any federal, state or local government health code, inspection codes, or is a threat or danger to the public health or safety, or in any manner that we deem may jeopardize public health or safety;~~

~~16. — any examination or audit discloses an understatement of Gross Revenue of more than 5%;~~

~~17. — any examination or audit discloses an understatement of Gross Revenue of 2% or more on three separate occasions in any 36 month period;~~

~~18. — you do not give us access, or if you revoke our access, to your Computer System, accounting software, financial records, or business premises for more than five days after we provide notice to you that we do not have access to your accounting records and requesting such access;~~

(4) You maintain or provide false, misleading, or concealed records.

(5) You misrepresent information in your franchise application, renewal, or other required documentation.

(6) You accept payments in cash, check, peer-to-peer transfers (e.g., Venmo, Zelle), or any method not authorized in writing by us.

(7) You divert or fail to disclose Gross Revenue or customers through a related party, affiliate, subcontractor, or third party.

(8) You offer or fulfill any Approved Products and Services through a brand, entity, or trade name other than your WIN Business.

(9) You fail to use or maintain a designated business bank account for all customer payments and EFT fee withdrawals.

(10) You do not provide full access to required financial systems (e.g., QuickBooks Online) within ten (10) business days of request.

System Compliance and Brand Integrity

(11) ~~19. you~~ You fail to provide us with administrator ~~/or~~ owner ~~(or equivalent highest-level)~~ access to ~~any~~ WIN Profile within ~~five (5)~~ days of ~~creating any such WIN Profile~~creation, or you revoke ~~our access or reduce~~ our access ~~from administrator / owner on any WIN Profile;~~

(12) ~~20. you or any of your Principal Owners, managers, or employees cause~~ You operate, directly or indirectly, ~~any unauthorized disclosure, use, or replication of any portion of Confidential Information;~~ a competing business during the Term.

(13) You offer services similar to Approved Products and Services under a different brand or trade name without our approval.

- (14) In our reasonable judgment, you materially harm the goodwill of the WIN Marks or the WIN Home Inspection System.
- (15) You fail to meet material standards in the Operations Manual or misuse the Marks.
- (16) You disclose Confidential Information in violation of this Agreement.

Operational and Administrative Breaches

- (17) You fail to open your WIN Business within the required time under Section 5(A).
- (18) You or your Designated Owner fail to complete required training.
- (19) You use an unapproved subcontractor or fail to provide required proof of subcontractor insurance.
- (20) You provide services without a signed client agreement.
- (21) You fail to assign this Agreement to an approved entity within 60 days (if you are an individual).
- (22) The Designated Owner does not manage the business full-time and exclusively.
- (23) Your WIN Business is cited for inspection or health code violations, or is deemed a public safety risk.
- (24) You abandon your WIN Business (30 consecutive days or 60 days in any 12-month period without our consent).

Repeated Noncompliance and Communication Failures

- (25) ~~21. you~~ You receive three (3) cure notices ~~from us on three separate occasions within~~ any twelve (12) month period;
~~22. — your misrepresentation under Section 9(E) or any violation by you of the Anti-Terrorism Laws;~~
~~23. — you fail to comply in a timely manner with our requirements for implementing software or hardware changes;~~
~~24. — you violate our policies regarding the Intranet and other systems in Sections 10(K) and 10(L) three or more times;~~
- (26) ~~25. you~~ You fail to respond to three (3) or more ~~times to any requests from us, our affiliates, or our agents~~ written communications within ten (10) calendar days ~~of each such request, such as failures to complete surveys or provide requested information or take appropriate actions as requested by us, in~~ during any twelve (12) month period;
~~26. — the Designated Owner fails to oversee your WIN Business operations on an exclusive and full-time basis;~~
~~27. — you fail to have a fully signed and executed services agreement with any customer before performing services as part of your WIN Business;~~
~~28. — if you are an individual, you fail to make an approved assignment of the Agreement to a business entity, such as an LLC, within 60 days of the Effective Date;~~

Legal Violations and Licensing Failures

(27) ~~29. you~~ You or any Principal Owner ~~are in violation of Section 14(A);~~ plead no contest to or are convicted of a felony, crime of moral turpitude, or are subject to governmental action that we reasonably believe harms the WIN brand.

~~30. — you fail to obtain our approval for using any subcontractor, including providing us with proof of required insurance for any such subcontractor; or~~

~~31. — the nature of your breach makes it not curable.~~

(28) You fail to operate in compliance with federal, state, or local laws.

(29) You fail to obtain or maintain licenses, permits, or certifications as required.

(30) You fail to maintain required insurance or provide evidence as outlined in Section 10(G) or the Operations Manual.

(31) You violate applicable anti-terrorism laws.

(32) You engage in any act or omission that constitutes a non-curable material breach by its nature.

Failure to Provide Records; Estimated Revenue

(33) You fail to provide complete, verifiable, and organized business or financial records in electronic format within ten (10) business days of our written request. In such case, we may, in our reasonable discretion, estimate your Gross Revenue using available data, historical trends, industry benchmarks, or comparable franchisee performance. You agree to be bound by our estimate unless you provide full documentation within the original deadline. All applicable fees, penalties, and interest will be based on our estimate and will be due immediately.

Reservation of Rights. Our decision not to enforce a provision in this Section 16(B) on any occasion will not constitute a waiver of our rights at any time in the future. You may not rely on our treatment of other franchisees to excuse noncompliance. Our remedies under this Agreement are cumulative and may be pursued in any order or combination.

C. Termination upon Notice and 30 Days' Notice to Cure. Except for ~~these~~ the non-curable defaults set forth in Sections 16(A) ~~and 16(B) of this Agreement~~, we may terminate this Agreement upon written notice to you ~~in the event you:~~ (i) if:

(1) You breach or violate any ~~other~~ covenant, obligation, term, condition, representation, warranty, ~~or~~ certification, or requirement under :

a) this Agreement, ~~including your failure to comply with any other term or condition of this Agreement;~~

b) the Operations Manual, ~~or~~

c) any addendum or ancillary agreement between you and us (or our ~~affiliate~~ affiliates), or

d) any agreement governing your use of any ~~portion~~ aspect of the WIN Home Inspection System; ~~and (ii)~~

(2) You fail to cure such default(s) to our satisfaction within thirty (30) calendar days after ~~being provided with~~ we provide written notice ~~thereof~~ of the default.

We ~~reserve the right to limit~~ are not obligated to provide multiple opportunities to cure recurring, repeated, or substantially similar defaults. If a default is of the same or similar nature to one you previously cured, or if it reflects a pattern of disregard for your obligations, we may treat it as a

non-curable default and proceed under Section 16(B) without providing an additional opportunity to cure.

In addition to other remedies available to us, we may, at any time after providing notice of default under this Section, immediately suspend or restrict your access to all or part ~~or all~~ of the WIN Home Inspection System, ~~and to~~. This includes, but is not limited to, our intranet, technology platforms, customer-facing websites, and online directory listings. We may also remove ~~your listing from or modify any website or~~ WIN Profile ~~we manage, upon providing you notice of default under Section 16(B) or 16(C) of~~ or related materials hosted or managed by us.

Any suspension or restriction of access does not waive our right to terminate this Agreement or to pursue other remedies, including injunctive relief or damages.

D. Applicable Law. If any provision of this Section 16 is ~~inconsistent~~ found to be invalid, illegal, or unenforceable under applicable law, such provision will be deemed modified to the minimum extent necessary to comply with applicable the law, and only to the applicable law will apply extent of such inconsistency. All remaining provisions of this Section 16 will remain in full force and effect.

E. Rights and Remedies After Termination. Termination of this Agreement, whether by us or by you, and whether with or without cause, does not affect any rights or obligations accrued prior to the effective date of termination. Without limiting the generality of the foregoing, termination will not affect the following:

- (1) Payment Obligations. You remain obligated to pay all Royalty Fees, System Brand Fees, Technology Fees, transfer fees, interest, penalties, and any other amounts due or accruing prior to, or as a result of, termination. You will also remain liable for amounts we are entitled to recover under this Agreement, including but not limited to unpaid royalties based on underreported revenue, and damages resulting from breaches of Section 14 or diversion of revenue through affiliates, third parties, or related entities.
- (2) Estimated Gross Revenue. If you fail to provide accurate, verifiable, and complete financial records, or revoke or hinder our access to such records or systems, we may estimate your Gross Revenue based on available data, including historical performance, comparable franchisee benchmarks, or other reliable indicators. Such estimate will be conclusive and binding unless you provide the required records within ten (10) business days of our request. All resulting fees, interest, and penalties will become immediately due and payable.
- (3) Enforcement and Legal Remedies. We retain the right to seek injunctive relief, initiate legal proceedings in court, and pursue all other remedies available at law or in equity for violations of Section 14 or any other provision that survives termination. The arbitration provisions of this Agreement do not apply to enforcement actions brought by us under this Section 16 or Sections 14 or 18, and we may pursue such matters through court proceedings in any court of competent jurisdiction.
- (4) Survival of Obligations. All provisions of this Agreement that by their nature are intended to survive termination—including, without limitation, Sections 4 (Fees), 10 (Operation of Your WIN Business), 12 (Records and Reports), 13 (Inspection and Audits), 14 (Covenants), 16 (Our Termination Rights), and 17 (Post-Term Obligations)—shall remain in full force and effect following termination or expiration.
- (5) No Compensation or Buyout. You are not entitled to any reimbursement, compensation, buyout, or payment of any kind upon termination or expiration. We are under no obligation to purchase any of your assets, inventory, or property unless we expressly exercise a purchase option under Section 17(C).

- (6) Reservation of Rights. Our decision not to enforce or delay enforcement of any right or remedy will not constitute a waiver of such right or remedy. All remedies under this Agreement are cumulative and may be exercised in any order or combination.

17. YOUR OBLIGATIONS UPON TERMINATION

A. Post-Term Duties. If this Agreement expires or is terminated for any reason, you and your Principal Owners ~~will~~must, without delay and without need for further notice:

- (1) ~~1. immediately~~Cease Operations and Use of Marks. Immediately cease ~~operation of operating~~ your WIN Business and ~~using~~discontinue all use of the Marks, ~~as well as~~ any confusingly similar ~~trademarks or service~~ marks, and any materials (including ~~immediately ceasing to participate in any website and removing any wrap or decal on your vehicles;~~ signage, career wear, email addresses, marketing, invoices, and voicemail greetings) that identify or suggest affiliation with WIN. You must remove all vehicle wraps and decals, and delete all online references, listings, and profiles (subject to item 8 below regarding account transfer).
- (2) ~~2. immediately cease~~No Further Affiliation. Immediately stop representing ~~any affiliation~~ yourself or your WIN Business as being in any way affiliated with us, the WIN Home Inspection System, or the Marks;
- (3) ~~3. immediately~~Cease Use of Systems and Information. Immediately cease using ~~any portion of and permanently discontinue access to~~ the WIN Home Inspection System, Records, Data, and all other materials relating to the operation of your WIN Business; WINnovation Platform, and all Confidential Information, Data, and Records provided under or related to this Agreement.
 - ~~4. ——— comply with any software license agreement, including the uninstallation and return of all materials relating to the WINnovation Platform, and cease to use and access the WINnovation Platform, and provide us a written confirmation thereof;~~
 - ~~5. ——— not edit, modify, delete, or destroy: (i) any WIN Social Media, (ii) any Content, Data or Records, or (iii) any portion of the WIN Home Inspection System;~~
- (4) System Preservation and Transition. Fully preserve and stop using all software, platforms, credentials, and digital services we provided, authorized, or approved for your WIN Business. You must transfer all login credentials and administrative access to us or to a party we designate and confirm in writing that you have done so. You must not delete, disable, or modify any systems or accounts without our prior written consent.
- (5) Data and Record Transfer. Preserve, without alteration or deletion, all customer, referral source, report, and performance data, as well as Records, dashboards, review data, and other analytics related to your WIN Business. You must transfer all such Data and Records to us in a complete, usable, and searchable electronic format within five (5) days of our request. Destruction or modification of such records is strictly prohibited.
- (6) ~~6. immediately assign~~Assignment of Improvements. Assign to us ~~any and~~ all intellectual property rights in and to any Improvements; made during the Term, as further described in Section 8.

- (7) ~~7. immediately cease using and assign~~ Telephone Numbers and Directory Listings. Assign or transfer to us (or, ~~at our discretion, release the ownership of all telephone numbers associated with your WIN Business. You acknowledge that we have the sole right to and interest in~~ to a party we designate) all telephone numbers ~~and,~~ directory listings associated with the Marks or, and similar contact channels used in ~~connection with operating your WIN Business at any time, and authorize us and.~~ You appoint us as your attorney-in-fact to ~~direct the telephone company and all listing agencies to transfer such numbers and listings to us;~~ carry out such transfers.
- (8) ~~8. immediately cease using~~ Digital Assets and Online Profiles. Assign and ~~assign or~~ transfer ~~exclusive~~ to us full ownership and administrative control of all digital and access to us, all online assets related to the WIN Business, including but not limited to domain names, websites, email addresses, websites, domain names, online advertising review platform accounts, ad accounts, and all WIN-related social media pages used in connection with your WIN Business at any time, and authorize us and or handles. You irrevocably appoint us as your attorney-in-fact to ~~direct~~ perform all ~~social media companies and all hosting companies~~ acts necessary to transfer ~~effectuate~~ such ~~accounts and profiles to us;~~ transfers. You must not lock, disable, delete, or impair our access in any way. Failure to comply with this requirement within five (5) days of written notice will result in a \$500 per day penalty until full compliance is achieved.
- (9) ~~9. within~~ Final Payment. Within five (5) days of termination, pay all amounts ~~due and~~ owed to us or our affiliates, including Royalty Fees, System Brand Fees, Infrastructure Fees, ~~plus any accrued interest and dues, owed under this Agreement, including (i) pay us the difference between the minimum Royalty Fee of \$280 per month and what you actually owed us for each of those months if this Agreement is terminated due to your breach of this Agreement and if during any of the first 12 months after the Effective Date, you owed us less than the minimum Royalty Fee of \$280 per month in any month; and (ii) pay us the difference between the minimum System Brand Fee of \$195 per month and what you actually owed us for each of those months if this Agreement is terminated due to your breach of this Agreement and if during any of the first 12 months after the Effective Date, you owed us less than the minimum System Brand Fee of \$195 per month in any month;~~ penalties, and any unpaid minimums described in Section 4.
- (10) ~~10. take all necessary action~~ Business Name Filings. Cancel, within five (5) days ~~to cancel all, any~~ fictitious or, assumed name, or equivalent registrations relating to use of any of the Marks; registered business names related to the WIN Business or the Marks and provide us proof of cancellation upon request.
- (11) ~~11. retain all~~ Records for Retention. Retain all financial and business records related to your WIN Business for a period of at least six (6) years after expiration or termination, and make them available to us in provide organized, electronic ~~format immediately~~ copies upon written notice from us; request.

~~12. — immediately procure, at your expense, an extended reporting insurance policy protecting you, us, and our respective officers, directors, partners, affiliates, and employees against any demand or claim with respect to any loss or expense arising from operation of your WIN Business. Such policy must be written by a carrier approved to us, must name us as an additional insured, and must provide at least the types and minimum amounts of coverage specified in the Operations Manual as of the date of termination or expiration. The term of the aforesaid extended coverage period shall not be less than 2 years; and~~

(12) Tail Insurance. Obtain and maintain, at your sole expense, a two-year “tail” errors and omissions liability policy, naming us as an additional insured. Submit proof within five (5) days of termination.

(13) ~~13. continue to~~ Compliance with Surviving Obligations. Fully comply with all ~~other applicable provisions of continuing obligations under this Agreement and reasonable written requests by us in connection with your post-termination obligations, including, but not limited to, the non-compete provisions in~~ Section 14(B) ~~and (non-compete), confidentiality provisions, indemnification, data access, and other post-termination duties. You must also comply with any additional written requests we make in good faith to facilitate a smooth transition.~~

~~B. Right to Use Marks. Upon termination of this Agreement for any reason, your right to use the name “WIN,” “World Inspection Network,” “WIN Home Inspection” and the other Marks and the WIN Home Inspection System will immediately terminate and you and each Principal Owner will not in any way associate yourself with us. If you fail to remove any signs and other materials bearing the Marks, including on social media or other digital mediums, you agree that we may do so at your expense, and our actions will not be considered trespassing. You acknowledge and agree that following termination or expiration of this Agreement, you will comply with any continuing obligation to cooperate with us on any matter relating to any litigation, acquisition or intellectual property rights.~~ Termination of Rights to Use Marks; Removal Obligations; Post-Term Cooperation. Upon expiration or termination of this Agreement for any reason:

(1) Immediate Cessation of Use. You and each Principal Owner must immediately cease all use of the Marks, the WIN Home Inspection System, and any related materials, branding, assets, trade dress, templates, or resources associated with WIN, including but not limited to “WIN,” “WIN Home Inspection,” “WINnovation,” and “WINSpect.” This obligation applies to all uses, including on websites, social media, digital directories, marketing materials, uniforms, business cards, email addresses, phone systems, domain names, signage, and vehicles.

(2) Removal and Deactivation. Within five (5) business days of expiration or termination, you must remove all references to WIN and the Marks from all physical and digital platforms and media. If you fail to do so, we may, without further notice, take direct action to remove, delist, or modify such references by accessing third-party accounts, listings, or platforms (including social media or search engines). You waive any claims of trespass, interference, or liability against us for such actions. You must reimburse us for all reasonable costs we incur in connection with these actions, including vendor fees and internal personnel time.

(3) Ownership and Access to Digital Assets. You must, upon our request, promptly transfer to us (or to our designee) all ownership rights, access credentials, and administrative control over any digital or online accounts—including Google Business Profiles, Facebook pages, Instagram handles, Yelp, LinkedIn, phone numbers, URLs, or email addresses—that contain, reference, or were used to promote or operate your WIN Business. No compensation will be owed for such transfers.

(4) No Further Association. Without our prior written consent, neither you nor your Principal Owners may hold yourselves out, publicly or privately, as current or former WIN franchisees, or otherwise imply any ongoing affiliation with WIN. The only exception is for factual disclosures of prior business experience in resumes, biographies, or lending applications.

(5) Continuing Cooperation. Following termination, you and each Principal Owner agree to provide reasonable and timely cooperation at no cost to us in connection with any legal, regulatory, contractual, or system-related matters involving your former WIN Business. This includes responding to requests, participating in litigation or investigations, assisting with audits or acquisition due diligence, executing documents, and providing access to relevant records or personnel. Failure to cooperate will be deemed a post-termination breach of this Agreement.

C. Our Option To Purchase WIN Business. If this Agreement ~~expires or~~ is terminated or expires for any reason, ~~we you will have the option, but not the obligation, upon no~~ right to receive any compensation from us, and we will have no obligation to purchase any assets from you, compensate you for goodwill, or make any payments of any kind, unless we specifically elect to exercise our option within sixty (60) days' ~~written notice from after~~ the effective date of expiration or termination to purchase as set forth in this Section. If we choose to exercise this option, we (or our designee) shall have the right, but not the obligation, to purchase from you all ~~the~~ tangible and intangible assets used in or relating to your WIN Business (excluding any unsalable inventory, cash, short term investments and accounts receivable) (collectively, the "Purchased Assets")

Assignment of Option. We may assign this purchase option ~~to purchase and assignment separate and apart from the remainder of,~~ in whole or in part, to any third party without your consent and independently of any other rights or provisions in this Agreement.

Determination of Purchase Price. The purchase price for ~~your WIN Business will~~ the Purchased Assets shall be the book value of such assets as of the ~~Purchased Assets~~ date of expiration or termination, determined in accordance with generally accepted accounting principles (GAAP); provided ~~that: (a) we,~~ however:

- a) We may exclude from the ~~Purchased Assets any products or other items that are~~ valuation any assets not ~~in compliance~~ compliant with System standards or this Agreement; ~~and (b) we may exclude from fair market value.~~
- b) The purchase price shall not include any ~~provision~~ amount for goodwill, going concern value, or ~~similar~~ the value ~~attributable to of any~~ intangible ~~property (such as rights associated with the Marks and Confidential Information), the WIN Home Inspection System, or any System-related Resources.~~

Appraisal. If the parties cannot agree on ~~fair market~~ the value of the Purchased Assets within a reasonable time, ~~we may designate~~ period (not to exceed thirty (30) days after our exercise of the option), we may, at our sole discretion, select an independent appraiser to determine the fair market value ~~of the Purchased Assets. The, whose~~ determination ~~of such appraiser will~~ shall be final and binding ~~on the parties hereto, and the. The~~ costs of such appraisal will be ~~divided~~ shared equally between you and us.

Closing. The ~~purchase price, as determined above, will be paid in cash at the~~ closing of the purchase, which ~~will~~ shall occur within ~~a reasonable time, not to exceed sixty (60) days,~~ after the ~~fair market value is determined~~ final determination of the purchase price. At ~~the~~ closing, you ~~will deliver documents transferring must:~~

- a) Deliver to us or our designee good and merchantable title to the ~~assets purchased~~ Purchased Assets, free and clear of all liens, encumbrances, and liabilities ~~to us or our designee and such other documents we may;~~

- b) Execute and deliver all documentation reasonably ~~request~~required to ~~permit us to operate your WIN Business without interruption~~transfer ownership and allow for uninterrupted operation of the WIN Business;
- c) Cooperate with transition efforts to ensure continuity of service and brand integrity.

Right to Offset. We may ~~set off against and reduce the purchase price by all~~offset any amounts you owe to us or ~~any of~~our affiliates— (whether liquidated or unliquidated) against the purchase price payable for the Purchased Assets.

Interim Operations. If we exercise our option to purchase ~~your WIN Business~~, we may, ~~pending during the period between the notice and closing~~, appoint a temporary manager or representative to maintain ~~WIN Business operations~~business continuity and safeguard the goodwill and reputation of the WIN brand. You agree to fully cooperate with any such transition.

D. Continuing Obligations. ~~All obligations and rights of us and you which~~The expiration, non-renewal, or termination of this Agreement for any reason will not affect those provisions that expressly, or by their nature, are intended to survive. All such provisions will remain in full force and effect and shall be fully enforceable notwithstanding the expiration or termination of this Agreement—will continue in full force and effect.

Surviving provisions include, without limitation:

- Section 7 – Ownership and Use of Intellectual Property and Marks
- =
- Section 8 – Confidentiality and Non-Disclosure
- =
- Section 9 – Indemnification Obligations
- =
- Section 12 – Records and Reports
- =
- Section 13 – Inspection and Audits
- =
- Section 14 – Post-Termination Covenants (Non-Competition, Non-Solicitation, Non-Disparagement)
- =
- Sections 16 and 17 – Estimation of Gross Revenue, Recovery of Unpaid Fees or Damages, Cooperation, Removal of Marks and Materials, Transfer of Digital Assets
- =
- Sections 18 and 19 – Dispute Resolution, Injunctive Relief, Governing Law, Limitation of Liability

You and each Principal Owner expressly acknowledge that these obligations are material, continuing, and enforceable. You agree to fully comply with each surviving obligation following ~~its expiration or the termination and until they are satisfied or expire~~or expiration of this Agreement. Our rights to enforce these provisions are cumulative and do not limit any other rights or remedies available at law or in equity.

18. ARBITRATION

A. Scope. Except as otherwise provided in Sections 14 ~~and, 16, 17,~~ 19(A), and elsewhere in this Agreement, any and all disputes, claims ~~and, or~~ controversies between you and us ~~related arising out of or relating to this Agreement, whether arising under or in connection with your and WIN Business, or our relationship or this Agreement (including claims of —whether based in contract, tort, statute, fraud in the inducement, or any other claims of fraud, and the arbitrability of any matter), will~~legal or equitable theory—shall be resolved exclusively by binding arbitration under the authority of in accordance with the Federal Arbitration Act, and conducted on an individual (non-class) basis in or nearest to where we our

then ~~have our current~~ headquarters (currently ~~ChicagoCook County~~, Illinois). ~~All arbitration proceedings will be individual proceedings between you and us, and will not be conducted on a “class” basis, or include any other of our franchisees as named parties unless you and we mutually agree in writing.~~

Notwithstanding the above, you acknowledge and agree that we may initiate court proceedings—without first initiating or participating in arbitration—to seek injunctive relief, equitable remedies, or other judicial enforcement in connection with any of the following carve-outs (collectively, the “Carve-outs”):

- (1) Enforcement of post-termination obligations (including those in Sections 14, 16, and 17) or any actual or threatened violation of those provisions;
- (2) Unauthorized competition, solicitation, or operation of a competing business, whether during or after the Term;
- (3) Misuse, misappropriation, or threatened infringement of our Marks, Confidential Information, or other intellectual property (including under Sections 7 and 8);
- (4) Refusal or failure to provide Records, Data, or systems access as required under Sections 12 and 13;
- (5) Underreporting of revenue, diversion of business or customers, or other forms of financial misconduct;
- (6) Any other material breach for which prompt judicial relief is reasonably necessary to prevent harm to our intellectual property, brand, confidential information, or franchise system operations.

You acknowledge that court proceedings initiated under the Carve-outs are not subject to arbitration. We may initiate court proceedings for such Carve-outs based on a good faith belief that immediate judicial relief is warranted, without first demonstrating actual harm or a completed violation. You waive any objection to venue or jurisdiction for these proceedings, which may be brought in any court of competent jurisdiction located in or nearest to our then-current headquarters (currently Cook County, Illinois). This Section survives the expiration or termination of this Agreement.

B. Procedure. ~~The proceedings will~~ Arbitration shall be conducted ~~under~~ in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), ~~to the extent such except where those rules are not inconsistent conflict~~ with the provisions express terms of this Section 18 or with the Federal Arbitration Act. The arbitration shall be administered by the AAA, and the arbitrator must have ~~at least no fewer than~~ five (5) years² of experience in franchise law. The arbitration shall take place in or nearest to our then-current headquarters (currently Cook County, Illinois).

You and we ~~shall~~ will each pay 50% of the arbitrator’s fees ~~in amounts equally divided between you and us,~~ unless otherwise determined by the arbitrator. The party initiating arbitration will be responsible for paying the filing fee and any other administrative fees charged by the AAA at the time of filing. The AAA will provide ~~both you and us with~~ a list of ten (10) qualified ~~individuals, and you and we will rank those arbitrators they prefer to preside over the dispute, claim or controversy, and strike those arbitrators they do not want to preside over the dispute, claim or controversy.~~ You and we will return your and our lists ~~to the,~~ and both parties will submit rankings and strike any unacceptable candidates. The AAA, ~~which will then compare appoint the two lists and selects the single arbitrator which was highest-ranked individual~~ not struck by either ~~you or us and is ranked by both you and us~~ party.

The arbitrator ~~will have the right to may~~ award specific performance ~~of this Agreement; however, the arbitrator~~ and other equitable remedies, but may not, under any circumstances: ~~(1)~~

- a) Interfere with, stay the effectiveness of, delay, or reverse any ~~pending~~ termination of this Agreement initiated by us; ~~(2) assess~~

- b) Assess ~~punitive-or,~~ exemplary, special, or consequential damages; ~~or (3) make any award which extends, modifies~~
- c) Modify, extend, or ~~suspends~~suspend any lawful ~~term~~provision of this Agreement or any ~~reasonable standard of business performance set~~standards established by us.

The non-prevailing party, as determined by the arbitrator, ~~will~~shall pay ~~all costs and expenses, including the prevailing party's~~ reasonable attorneys' fees, arbitration fees, and related costs. ~~The arbitrator's costs and fees to the prevailing party. The binding or preclusive effect of any award or decision will be limited to the (i) actual dispute or claim arbitrated, and (ii) parties. The award or decision will have no collateral effect on any other dispute or claim of any kind. The award or decision by the arbitrator~~award shall be final and binding ~~on you and us~~ and may be enforced by ~~judgment or order of a court~~ having subject matter of competent jurisdiction located in the state where the arbitration took place. ~~We and you~~our nearest to our then-current headquarters (currently Cook County, Illinois). ~~Both parties expressly consent to the exercise of personal jurisdiction over us and you by such courts and to the propriety of and venue of such courts for the purpose~~purposes of ~~carrying out this provision, and we and you waive any objections that we and you would otherwise have concerning venue and personal jurisdiction~~confirming or enforcing the arbitration award, or for any court action permitted under Section 18(A).

The outcome of the arbitration will only apply to the specific dispute between you and us. It cannot be used against, or relied upon by, any other person or party not involved in that arbitration.

This Section ~~18 will~~shall survive the expiration, termination, or non-renewal of this Agreement ~~under any circumstances. During any arbitration proceeding, we and you will fully.~~ Both parties must continue to perform ~~our~~their respective obligations under this Agreement while any arbitration is pending.

C. Third-Party Limitations and Cost Shifting. ~~C.-~~ You may ~~only not~~ seek relief, including damages or any remedy under law or equity for any arbitrable claim ~~other remedies,~~ against any person or entity other than us or our successors or assigns. ~~You agree our intended beneficiaries of the arbitration clause including in any arbitration or litigation arising out of or relating to this Agreement or our business relationship. You agree not to name, join, or pursue claims against our affiliates, shareholders, directors, officers, employees, agents and, or representatives, and their affiliates, will be neither liable nor named as a party in any arbitration or litigation proceeding commenced by you where the claim arises out. Each of the foregoing is an intended third-party beneficiary of or relates to this Agreement or the business relationship between you and us. If you name a party in any arbitration or litigation proceeding in violation of provision, solely for purposes of protection from liability. If you violate this sub-section~~restriction, you ~~will~~must reimburse us for reasonable ~~all~~ costs and expenses incurred as a result, including ~~but not limited to~~ arbitration fees, court costs, attorneys' fees, management preparation time, witness fees, and travel ~~related~~ expenses ~~incurred by us or the party.~~

D. Improper Litigation Defaults. Except as expressly permitted in this Agreement, including Section 18(A), you or we will be in default of this Agreement if ~~you or we i) commence action~~either party:

- a) initiates a legal proceeding in ~~any court in violation of this Section prior to an arbitrator's final decision (except as otherwise allowed by this Agreement, including to compel before completing the arbitration);~~ process; or ~~ii) commence~~
- b) files or pursues litigation in any forum ~~except where permitted by~~ that is not authorized under this ~~Section~~Agreement.

The defaulting party ~~will also be responsible for the expenses~~must reimburse the other party ~~incurs to enforce~~for all expenses incurred in enforcing this ~~Section~~provision, including ~~but not limited to~~ filing fees, court costs, ~~reasonable~~ attorneys' fees, and travel expenses.

For clarity, this Section does not limit or affect our right to initiate court proceedings for injunctive relief, equitable remedies, or other judicial enforcement in connection with the Carve-outs set forth in Section 18(A). Arbitration is not a prerequisite to our right to pursue court proceedings under the Carve-outs.

E. ~~Subject to federal or state law, if you or we default under Section 19(F), including, but not limited to, making a claim~~ Improper Damage Claims and Abuse of Process. You may not seek, and we shall not be liable for, any special, incidental, consequential, punitive, or multiple damages, or any damages in excess of exceeding the amount permitted limitations in Section 19(F). If either party violates this limitation, the defaulting party must correct its withdraw or amend the claim and will be responsible for all expenses incurred by reimburse the other party, 's costs (including attorneys' fees, and will be liable for abuse). Abuse of this process shall be deemed a material breach of this Agreement.

F. ~~You and we agree that all~~ Statutes of Limitations. All applicable statutes of limitations and legal deadlines provided for in the governing law that is applied will apply to the any arbitration shall have full force and effect, unless a shorter limitations period is provided in Section 19(C) and is enforceable under applicable under this Agreement. If Section 19(C) imposes a shorter period for a specific claim, that period will apply to the extent permitted by law.

19. ENFORCEMENT

A. Injunctive Relief. Notwithstanding Section 18 above, you recognize that your failure to comply with the terms of this Agreement could cause irreparable damage to us and/or to some or all other WIN franchisees. Therefore, if you breach or threaten to breach any of the terms of this Agreement, we will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage or posting bond, together with recovery of reasonable attorneys' fees and other costs, including without limitation the fees and expenses of other experts or professionals utilized by us, incurred in obtaining such equitable relief. You acknowledge that any actual or threatened breach of this Agreement — including, without limitation, violations of post-termination obligations (Section 17), non-compete or non-solicitation restrictions (Section 14), confidentiality provisions (Section 8), intellectual property rights (Sections 7 and 8), or obligations to provide Records or Data (Sections 12 and 13) — will cause immediate and irreparable harm to us, the WIN brand, and other WIN franchisees.

To prevent or address such harm, we may seek injunctive relief, specific performance, or other equitable remedies in court, without first initiating arbitration, without posting a bond, and without proving actual damages. If we pursue and obtain such relief, you agree to reimburse our reasonable attorneys' fees, expert witness fees, and other enforcement costs.

B. Attorneys' Fees. Except as otherwise provided in Section 14, in the event of any action In any legal or arbitration proceeding brought to enforce any provision of this Agreement or to enjoin any restrain or remedy a violation of this Agreement its terms, the prevailing party in such action, as determined by a the court of competent jurisdiction or arbitrator, shall will be entitled to receive from the non-prevailing party the recover all reasonable costs and expenses and incurred in connection with the proceeding. These costs include, including without limitation, attorneys' fees and costs, such prevailing party has incurred in connection with such action, including any appeal therefrom, expert witness fees, court or arbitration costs, and expenses related to any appeal. For clarity, this Section does not limit any additional cost-shifting rights we may have under Section 14, Section 18(C), or elsewhere in this Agreement.

C. Limitation of Claims. No claim arising out of or related to this Agreement may be initiated more than one (1) year after the date of its expiration, termination, or transfer, except as expressly provided below. This limitation does not apply to:

- (i) ~~C. Limitation of Claims. Except for: (i) those~~ claims brought arising under the indemnification or insurance ~~coverage~~ provisions underin Sections 9(C) and 10(G); ~~(ii);~~
- (ii) claims ~~arising from the non-competition restrictions contained in Section 14, the confidentiality provisions contained in~~ involving non-compete, non-solicitation, or confidentiality obligations (including under Sections 8 and 14), acts or omissions that would justify termination under Section ~~8~~16, or ~~the underpayment of~~ failure to pay fees owed to us; ~~or (iii) for those covenants and obligations that continue indefinitely post-Termination of the Agreement, upon expiration or~~
- (iii) ~~claims relating to post-termination of this Agreement, neither party will commence any claim related to or arising out of this Agreement, unless commenced within one year following the effective date of expiration or termination; provided, however, that the foregoing shall~~ obligations under Section 17 or any other provision of this Agreement that expressly survives termination.

This Section does not ~~otherwise~~ extend or ~~lengthen~~ override any shorter statute of limitations ~~provided by~~ period under applicable law.

D. Venue. Except as ~~otherwise~~ expressly provided in ~~Sections~~ Section 14(C) ~~or 18, any claims, controversies~~ (Injunctive Relief), Section 16(E) (Post-Termination Remedies), Section 17 (Post-Termination Obligations), Section 18 (Arbitration), or Section 19(A) (Enforcement – Injunctive Relief), any legal action, suit, or ~~disputes~~ proceeding arising out of or ~~related~~ relating to this Agreement ~~will~~ must be brought exclusively in the state or federal ~~or state court~~ courts located in ~~or nearest to where we then have our headquarters, currently~~ Cook County, Illinois, ~~or—if we relocate our headquarters—in the county where our principal corporate headquarters is then located.~~ ~~We~~ You and ~~you~~ we irrevocably consent to the personal jurisdiction of such courts and ~~each party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient~~ waive any objection to venue, jurisdiction, or forum. ~~The provisions of this non~~ conveniens. This Section ~~19(D) will survive~~ survives the expiration, termination, or transfer of this Agreement.

E. Governing Law. ~~Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act respecting Section 18 above, this~~ This Agreement will be governed by and construed underin accordance with the laws of the ~~state~~ State of Delaware, without regard to ~~any~~ its conflict of ~~laws~~ law principles ~~under Delaware law.~~ ~~The parties.~~ Nothing in this Agreement limits our rights under federal trademark laws or either party's rights under the Federal Arbitration Act as they relate to Section 18 (Arbitration).

You and we further agree that ~~any~~ no state franchise law, rule, or regulation ~~applicable to—including any governing~~ the offer or sale of franchises or the franchise relationship ~~—will not~~ apply unless its specific jurisdictional ~~provisions and definitions~~ requirements are independently and clearly met. ~~You waive, to~~ To the fullest extent permitted by law, ~~they~~ you waive any rights ~~and, defenses, or~~ protections ~~provided by any under~~ such state franchise ~~law or regulation~~ laws.

F. MUTUAL F. WAIVER OF PUNITIVE DAMAGES. ~~YOU AND WE AGREE TO WAIVE,~~ TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE THE RIGHT TO SEEK OR A CLAIM FOR ANY RECOVER PUNITIVE OR EXEMPLARY DAMAGES ~~AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF IN~~ ANY DISPUTE BETWEEN US; EACH, IN SUCH CASES, RECOVERY WILL BE LIMITED TO ~~THE RECOVERY OF~~ ACTUAL

~~DAMAGES SUSTAINED BY IT, EXCEPT THAT WE SHALL BE FREE AT ANY TIME HEREUNDER TO PROVE. HOWEVER, THIS WAIVER DOES NOT APPLY TO ANY CLAIM WE BRING AN ACTION FOR WILLFUL TRADEMARK INFRINGEMENT AND, IF SUCCESSFUL, TO RECEIVE AN AWARD OF, IN WHICH CASE WE MAY SEEK AND RECOVER MULTIPLE OR STATUTORY DAMAGES AS PROVIDED AUTHORIZED BY APPLICABLE LAW.~~

G. MUTUAL WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER AT IN LAW OR IN EQUITY, BROUGHT BY EITHER OF YOU OR US AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER REGARDLESS OF THE LEGAL THEORY ASSERTED OR THE NUMBER OF PARTIES IN SUCH ACTION OR PROCEEDING INVOLVED.

H. ~~WAIVER AGAINST CLASS ACTIONS.~~ You and we agree that any proceeding will be conducted on an individual basis, and that any proceeding between us (or any of our affiliates) and you or your Principal Owners may not be: (i) conducted on a class wide basis or as a collective action, (ii) consolidated with another proceeding between us and any other person or entity, nor may any claims of another party or parties be joined with any claims asserted in any action or proceeding between you and us, (iii) joined with any claim of an unaffiliated third party, or (iv) brought on your behalf by any association or agency.

I. ~~Severability.~~ If a dispute between you and us arises out of this Agreement or its subject matter, you and we agree that a court or arbitrator shall interpret this Agreement as follows: (i) with respect to any provision that the court or arbitrator holds unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (ii) if an unenforceable provision is modified or disregarded in accordance with this Section 19(I), by holding that the rest of this Agreement will remain in effect as written; and (iii) by holding that any unenforceable provision will remain as written in any circumstances other than that in which the provision is held unenforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or non-renewal of this Agreement than is required under this Agreement, or the taking of some other action not required under this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure we prescribe is invalid or unenforceable, then the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

J. ~~Waiver of Obligations.~~ Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of such breach, or any other breach or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach.

K. ~~Rights of Parties are Cumulative.~~ The rights that we and you have are cumulative and no exercise or enforcement by either party of any right or remedy precludes such party from exercising or enforcing any other right or remedy to which such party is entitled by law or equity to enforce.

L. ~~Binding Effect; Modification.~~ This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

~~M. — Survival. All of your (and your Principal Owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire.~~

~~N. — Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:~~

~~1. — Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review.~~

~~2. — Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the WIN Home Inspection System generally even if the decision or action also promotes a financial or other of our individual interests. Examples of items that will promote or benefit the WIN Home Inspection System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the WIN Home Inspection System. Neither you nor any third party (including a trier of fact) will substitute their judgment for our reasonable business judgment.~~

H. **MUTUAL WAIVER OF CLASS OR COLLECTIVE ACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN YOU AND US (OR OUR AFFILIATES) MUST BE RESOLVED ON AN INDIVIDUAL BASIS, WHETHER IN COURT OR ARBITRATION.**

YOU AND WE AGREE THAT:

- (I) NO PROCEEDING MAY BE CONDUCTED ON A CLASS-WIDE OR COLLECTIVE BASIS;
- (II) NO CLAIMS MAY BE CONSOLIDATED WITH ANY CLAIMS BROUGHT BY OTHERS;
- (III) NO CLAIMS MAY BE BROUGHT JOINTLY WITH THOSE OF ANY UNAFFILIATED THIRD PARTY; AND
- (IV) NO CLAIM MAY BE BROUGHT ON YOUR BEHALF BY ANY ASSOCIATION, PRIVATE ATTORNEY GENERAL, OR AGENCY.

I. **SEVERABILITY. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE IN ANY CONTEXT, YOU AND WE AGREE THAT:**

- (1) A COURT OR ARBITRATOR MAY MODIFY THE PROVISION TO THE MINIMUM EXTENT NECESSARY TO MAKE IT ENFORCEABLE UNDER APPLICABLE LAW, AND IF MODIFICATION IS NOT PERMITTED, THE PROVISION WILL BE DISREGARDED FOR THAT SPECIFIC CONTEXT;
- (2) THE REMAINDER OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AS WRITTEN; AND

(3) ANY PROVISION DEEMED UNENFORCEABLE IN A SPECIFIC CONTEXT WILL REMAIN ENFORCEABLE IN ALL OTHER CIRCUMSTANCES WHERE IT IS VALID.

IF THE LAW IN A PARTICULAR JURISDICTION REQUIRES MORE ADVANCE NOTICE, A LONGER CURE PERIOD, OR ANY ADDITIONAL STEPS FOR TERMINATION, NON-RENEWAL, OR ENFORCEMENT, THEN SUCH ADDITIONAL REQUIREMENTS WILL APPLY BUT ONLY TO THE EXTENT REQUIRED BY THAT LAW, AND ONLY IN THAT JURISDICTION.

SUCH COMPLIANCE WILL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT IN ANY OTHER RESPECT OR LOCATION.

J. WAIVER OF OBLIGATIONS. NO DELAY, OMISSION, OR FAILURE BY EITHER YOU OR US TO EXERCISE ANY RIGHT OR REMEDY UNDER THIS AGREEMENT WILL BE DEEMED A WAIVER OF THAT RIGHT OR REMEDY OR OF ANY PRIOR, CONCURRENT, OR SUBSEQUENT BREACH OR DEFAULT.

NO WAIVER OF ANY BREACH OR DEFAULT WILL BE EFFECTIVE UNLESS EXPRESSLY SET FORTH IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY GRANTING THE WAIVER.

NO WAIVER WILL BE DEEMED A WAIVER OF ANY OTHER OR SUBSEQUENT BREACH, EVEN IF SIMILAR IN NATURE.

K. RIGHTS OF PARTIES ARE CUMULATIVE. ALL RIGHTS AND REMEDIES AVAILABLE TO YOU OR US UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY ARE CUMULATIVE. THE EXERCISE OR ENFORCEMENT OF ANY ONE RIGHT OR REMEDY DOES NOT LIMIT THE RIGHT TO EXERCISE OR ENFORCE ANY OTHER RIGHT OR REMEDY, WHETHER ARISING UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY.

L. BINDING EFFECT; MODIFICATION. THIS AGREEMENT IS BINDING UPON YOU AND US AND OUR RESPECTIVE SUCCESSORS, ASSIGNS, EXECUTORS, ADMINISTRATORS, AND HEIRS.

THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH YOU AND US.

NO PRIOR OR SUBSEQUENT COURSE OF DEALING, ORAL STATEMENT, OR IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING MAY BE USED TO MODIFY, EXPLAIN, OR CONTRADICT THE EXPRESS TERMS OF THIS AGREEMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT DOES NOT CONFER ANY RIGHTS OR REMEDIES ON ANY THIRD PARTY OR LEGAL ENTITY NOT A PARTY TO THIS AGREEMENT, EXCEPT WHERE THIS AGREEMENT EXPLICITLY CONFERS RIGHTS ON THIRD PARTIES (SUCH AS INDEMNIFIED PARTIES UNDER SECTION 9 OR AFFILIATES UNDER SECTION 18).

M. SURVIVAL. ALL OBLIGATIONS OF YOU AND YOUR PRINCIPAL OWNERS THAT EXPRESSLY SURVIVE, OR THAT BY THEIR NATURE SHOULD SURVIVE, THE EXPIRATION OR TERMINATION OF THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT UNTIL THEY ARE FULLY PERFORMED OR EXPIRE BY THEIR TERMS. TERMINATION OR EXPIRATION OF THIS AGREEMENT DOES NOT RELEASE YOU OR YOUR

PRINCIPAL OWNERS FROM ANY OUTSTANDING DUTIES, LIABILITIES, OR OBLIGATIONS THAT AROSE PRIOR TO OR SURVIVE SUCH TERMINATION.

N. ~~*Force Majeure.* If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, natural disasters, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.~~INTERPRETATION OF RIGHTS AND OBLIGATIONS. THE FOLLOWING PROVISIONS GOVERN HOW THIS AGREEMENT WILL BE INTERPRETED, INCLUDING THE RIGHTS AND RESPONSIBILITIES OF YOU AND US:

(1) OUR RIGHTS. WHENEVER THIS AGREEMENT STATES THAT WE HAVE A RIGHT OR DISCRETION TO TAKE OR WITHHOLD ACTION, THAT RIGHT IS ABSOLUTE. OUR EXERCISE OF THAT RIGHT WILL NOT BE SUBJECT TO REVIEW OR LIMITATION.

(2) OUR REASONABLE BUSINESS JUDGMENT. IF THIS AGREEMENT STATES THAT WE MUST ACT REASONABLY OR IN GOOD FAITH, OR THAT WE HAVE DISCRETION, THEN WE WILL BE DEEMED TO HAVE SATISFIED THAT STANDARD IF WE EXERCISE OUR REASONABLE BUSINESS JUDGMENT. OUR DECISIONS WILL BE DEEMED REASONABLE IF THEY ARE INTENDED TO PROMOTE OR BENEFIT THE WIN HOME INSPECTION SYSTEM, EVEN IF THEY ALSO BENEFIT US INDIVIDUALLY OR IF OTHER REASONABLE ALTERNATIVES EXIST.

EXAMPLES INCLUDE ACTIONS THAT ENHANCE THE VALUE OF THE MARKS, IMPROVE CUSTOMER SERVICE OR SATISFACTION, INCREASE PRODUCT OR SERVICE QUALITY, PROMOTE UNIFORMITY, ENCOURAGE MODERNIZATION, OR STRENGTHEN THE COMPETITIVE POSITION OF THE SYSTEM.

O. ~~*Notice of Our Potential Profit.* We advise you that we and/or our affiliates periodically may make available to you goods, products and/or services for use in your WIN Business on the sale of which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to you or in consideration for services provided or rights licensed to such persons. You agree that we and our affiliates will be entitled to such profits and consideration.~~FORCE MAJEURE. IF EITHER PARTY FAILS TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT DUE TO A CAUSE BEYOND ITS REASONABLE CONTROL AND WITHOUT ITS NEGLIGENCE OR WILLFUL MISCONDUCT, THAT FAILURE WILL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT, PROVIDED THAT THE NON-PERFORMING PARTY USES REASONABLE BEST EFFORTS TO RESUME PERFORMANCE AS SOON AS PRACTICABLE UNDER THE CIRCUMSTANCES.

EVENTS THAT MAY CONSTITUTE FORCE MAJEURE INCLUDE, BUT ARE NOT LIMITED TO: STRIKES, EMBARGOES, NATURAL DISASTERS, ACTS OF GOD, WAR, TERRORISM, RIOTS, CIVIL COMMOTION, LABOR DISPUTES, PANDEMICS, EPIDEMICS, SUPPLY CHAIN FAILURES, UTILITY OUTAGES, SOFTWARE OR INTERNET OR TELECOMMUNICATIONS DISRUPTIONS, AND ACTS OR ORDERS OF GOVERNMENTAL AUTHORITIES.

THIS SECTION DOES NOT APPLY WHERE PERFORMANCE IS REQUIRED NOTWITHSTANDING FORCE MAJEURE UNDER AN EXPRESS PROVISION OF THIS AGREEMENT.

P. ~~Entire Agreement. The “Introduction” section, the exhibit(s) to this Agreement, and that certain statement of prospective franchisee (Exhibit H to our franchise disclosure document) are a part of this Agreement, which represents the entire agreement of the parties, and supersedes and terminates all prior agreements and understandings, either oral or in writing. Any representations, warranties, inducements, promises, understandings or agreements between the parties, that are not in the franchise disclosure document which you acknowledge receiving at least 14 days before signing this Agreement or paying any money, or in writing and signed by us and you, are void and not enforceable. Nothing in this Agreement is intended to disclaim the representations we made in the franchise disclosure document we provided to you.~~ NOTICE OF OUR POTENTIAL PROFIT. YOU ACKNOWLEDGE AND AGREE THAT WE AND OUR AFFILIATES MAY, FROM TIME TO TIME, MAKE AVAILABLE GOODS, PRODUCTS, SERVICES, SOFTWARE, OR TECHNOLOGY FOR USE IN YOUR WIN BUSINESS ON WHICH WE OR OUR AFFILIATES MAY EARN A PROFIT.

YOU FURTHER ACKNOWLEDGE THAT WE AND OUR AFFILIATES MAY RECEIVE PAYMENTS, FEES, LICENSE INCOME, REBATES, OR OTHER CONSIDERATION FROM SUPPLIERS, VENDORS, OR SERVICE PROVIDERS IN CONNECTION WITH GOODS OR SERVICES PROVIDED TO YOU OR OTHER FRANCHISEES.

YOU EXPRESSLY AGREE THAT SUCH PROFITS AND CONSIDERATION ARE PERMITTED UNDER THIS AGREEMENT AND FORM PART OF OUR LEGITIMATE BUSINESS MODEL.

Q. ~~Construction. Pronouns used in this Agreement, whether in the masculine, feminine or gender neutral, includes the other genders as the context requires. Examples are not construed to limit, expressly or by implication, the matter they illustrate. The word “or” is not intended to be exclusive. The word “includes” and its derivatives means “includes, but is not limited to” and the corresponding derivative expressions. Any references to sections refers to sections in this Agreement unless others specified. Any reference to any statute, rule, ordinance, or regulation is deemed to include such statute, rule, ordinance, regulation as it may be amended, modified or supplemented from time to time. Any reference herein to “days” means calendar days unless otherwise stated. The headings and captions contained herein are for the purpose of convenience and reference only and are not to be construed as a part of this Agreement.~~ ENTIRE AGREEMENT. THIS AGREEMENT, INCLUDING THE INTRODUCTION, ALL EXHIBITS TO THIS AGREEMENT, AND THE STATEMENT OF PROSPECTIVE FRANCHISEE (EXHIBIT H TO OUR FRANCHISE DISCLOSURE DOCUMENT), CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND TERMINATES ALL PRIOR AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, INDUCEMENTS, OR PROMISES, WHETHER ORAL OR WRITTEN.

ANY REPRESENTATION, WARRANTY, PROMISE, UNDERSTANDING, OR AGREEMENT NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE FRANCHISE DISCLOSURE DOCUMENT THAT YOU ACKNOWLEDGE RECEIVING AT LEAST FOURTEEN (14) DAYS BEFORE SIGNING IS VOID AND UNENFORCEABLE.

NOTHING IN THIS AGREEMENT IS INTENDED TO DISCLAIM THE REPRESENTATIONS MADE IN THE FRANCHISE DISCLOSURE DOCUMENT PROVIDED TO YOU.

THE PARTIES ACKNOWLEDGE THAT THEY ARE NOT RELYING ON ANY ORAL STATEMENTS OR PROMISES NOT EXPRESSLY SET FORTH HEREIN OR IN THE FRANCHISE DISCLOSURE DOCUMENT.

R. CONSTRUCTION. PRONOUNS USED IN THIS AGREEMENT INCLUDE ALL GENDERS WHERE THE CONTEXT REQUIRES.

THE USE OF EXAMPLES SHALL NOT BE CONSTRUED TO LIMIT, EXPRESSLY OR BY IMPLICATION, THE MATTERS THEY ILLUSTRATE.

THE WORD “OR” IS NOT EXCLUSIVE.

THE WORD “INCLUDES” (AND ITS DERIVATIVES) MEANS “INCLUDES, BUT IS NOT LIMITED TO.”

UNLESS EXPRESSLY STATED OTHERWISE, REFERENCES TO “SECTIONS” MEAN SECTIONS OF THIS AGREEMENT.

REFERENCES TO ANY STATUTE, LAW, RULE, REGULATION, OR ORDINANCE INCLUDE ANY AMENDMENTS, MODIFICATIONS, OR SUPPLEMENTS THAT MAY APPLY OVER TIME.

REFERENCES TO “DAYS” MEAN CALENDAR DAYS UNLESS OTHERWISE STATED.

HEADINGS AND CAPTIONS ARE FOR CONVENIENCE ONLY AND SHALL NOT AFFECT THE INTERPRETATION OF THIS AGREEMENT.

S. REQUIRED REGULATORY DISCLOSURES. You acknowledge and agree that we may be required to disclose the existence or terms of any dispute, claim, proceeding, or settlement involving you or your WIN Business in our Franchise Disclosure Document (FDD) or other filings with government agencies, as required by applicable law. Such disclosure will not violate any confidentiality or non-disparagement obligations under this Agreement or any separate agreement you enter into with us.

20. NOTICES

All written notices and reports permitted or required to be delivered by the provisions of this Agreement are deemed so delivered at the time delivered by (i) electronic mail (email) with evidence of delivery or of rejected delivery, (ii) by hand, or (iii) one business day after sent by a recognized overnight delivery service which requires a written receipt, or three business days after placed in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified at the following addresses, unless or until such other address as may have been designated in writing to the other party:

To Us:

Mr. Will Rosler
World Inspection Network International LLC
444 W Lake Street, Suite 1700
Chicago, IL 60606
Email: ~~wrosler~~fam@winhomeoffice.com

To You:

Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

21. ACKNOWLEDGEMENTS

A. Success of WIN Business. You acknowledge and agree that the success of the business venture you intend to undertake under this Agreement is speculative and depends, to a large extent, upon your (and each Principal Owner's) ability as an independent businessperson, and your active participation in the daily affairs of your WIN Business as well as other factors that may not be controllable. We do not make any representation or warranty, express or implied, as to the potential success of your WIN Business.

B. Independent Investigation. You acknowledge that you have entered into this Agreement after making an independent investigation of our operations and not upon any representation by us as to gross revenue, volume, potential earnings or profits which you might be expected to realize, nor have we made any other representation, which is not expressly stated herein, to induce you to accept this franchise and sign this Agreement.

C. Receipt of Documents. You represent and acknowledge that you have received our franchise disclosure document at least 14 calendar days before the date of the execution of this Agreement. In addition, you represent and acknowledge that you received from us a copy of this Agreement with all material blanks filled in at least 7 calendar days before the date of execution of this Agreement. You represent that you have read this Agreement in its entirety, including exhibits and related agreements, and that you have been given the opportunity to consult with any attorney or other professional advisor and to clarify any provisions of the Agreement that you did not understand. You further represent that you understand the provisions of this Agreement and agree to be bound.

D. Other Franchises. You acknowledge that our other franchisees have or may be granted franchises at different times and in different situations, and you further acknowledge that the terms and provisions of franchise agreements in such cases may vary substantially from those contained in this Agreement.

E. Time is of the Essence. Time is of the essence in this Agreement and each of its terms. It will be a material breach of this Agreement if you fail to perform any obligation within the time required or allowed by this Agreement.

F. Counterparts. This Agreement may be signed in multiple counterparts, and the signature pages may be exchanged between the parties via facsimile, electronic signature, transmission, process, or confirmation, or email, and all of which, when taken together, will constitute one original Agreement. A fully signed copy of this Agreement will have the same force and effect as the original.

The parties have signed this Agreement on the Effective Date.

FRANCHISOR/US:

FRANCHISEE/YOU:

World Inspection Network International LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A
TO FRANCHISE AGREEMENT
OWNERSHIP AND MANAGEMENT OF FRANCHISEE

**EXHIBIT A
TO FRANCHISE AGREEMENT
OWNERSHIP AND MANAGEMENT OF FRANCHISEE**

1. Principal Owner(s). You represent and warrant to us that the following person(s) or entity, and only the following person(s) or entity, will be your Principal Owner(s):

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Designated Owner. You and we agree the Designated Owner for your WIN Business is: _____.

3. Change. You must immediately seek our written consent for any change in the information contained in this Addendum and, if we approve, then at our request, prepare and sign a new Addendum containing the correct information, in addition to other steps we may require in our discretion.

4. Defined Terms. All capitalized terms contained in this Exhibit and not defined herein will have the same meaning as provided in the Franchise Agreement.

5. Effective Date. This Exhibit A is effective as of this _____ day of _____, 20____.

FRANCHISOR/US:

FRANCHISEE/YOU:

World Inspection Network International LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B
TO FRANCHISE AGREEMENT
APPROVED LOCATION AND TERRITORY

EXHIBIT B
TO FRANCHISE AGREEMENT
APPROVED LOCATION AND TERRITORY

1. WIN Business Location. The Approved Location for your WIN Business is: _____ . If the premises for your WIN Business has not been designated as of the Effective Date, we will update this Exhibit B to include the address for the Approved Location once determined and approved by us.

2. Territory. The Territory includes only the following specific zip codes:

_____.

3. Defined Terms. All capitalized terms contained in this Exhibit and not defined herein will have the same meaning as provided in the Franchise Agreement.

4. Effective Date. This Exhibit B is effective as of this _____ day of _____, 20____.

FRANCHISOR/US:

FRANCHISEE/YOU:

World Inspection Network International LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C
TO FRANCHISE AGREEMENT
ELECTRONIC TRANSFER OF FUNDS FORM

EXHIBIT C
TO FRANCHISE AGREEMENT
ACH AUTHORIZATION

Date: _____, 20____

I, the undersigned officer of _____ (“Franchisee”), hereby authorize World Inspection Network International LLC to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to my WIN Business, including, but not limited to, initial franchise fee, startup launch fee, royalty fees, infrastructure fees, any other fees, contributions or payment of goods or services.

Name on the Account: _____

Address: _____

City, State, Zip: _____

Bank Routing Number: _____

Bank Account Number: _____

Email Confirmation: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT D
TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION AGREEMENT

EXHIBIT D
TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION AGREEMENT

In consideration of the execution of the WIN® franchise agreement dated _____ (the “Agreement”) by World Inspection Network International LLC, a Delaware limited liability company (the “Franchisor,” “we” or “us”), each of the undersigned (a “Guarantor”) personally and unconditionally guarantees to us, and our successors and assigns, for the Term of the Agreement and thereafter as provided in the Agreement that _____ (the “Franchisee” or “you”) will timely pay and perform each and every undertaking, agreement and covenant stated in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (the “Guaranty”).

Each of the undersigned waives: (a) acceptance and notice of acceptance by us of the foregoing undertaking; (b) notice of demand for payment of any indebtedness; (c) protest and notice of default to any party respecting the indebtedness; (d) any right he/she may have to require that an action be brought against you or any other person as a condition of liability.

Each Guarantor consents and agrees that:

- (1) Such Guarantor’s liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and other Guarantors;
- (2) Such Guarantor will make any payment or perform any obligation required under the Agreement upon demand if you fail to make any payment or perform any obligation required under the Agreement;
- (3) Such Guarantor’s liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of you or any of your assignee or successor;
- (4) Such Guarantor’s liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;
- (5) We may proceed against such Guarantor and you jointly and severally, or we may, at our option, proceed against such Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and
- (6) Such Guarantor will be personally bound by each and every condition and term contained in the Agreement, including but not limited to the non-disclosure obligations in Section 8, indemnification provisions in Section 9(C), the non-compete provisions in Section 14, the dispute resolution provisions contained in Section 18, and the enforcement provisions in Section 19.
- (7) Such Guarantor will pay all reasonable attorneys’ fees and all costs and other expenses we incur in enforcing this Guaranty against such Guarantor or any negotiations relative to the obligations hereby guaranteed.

The terms of the following sections of the Agreement (including the definitions of capitalized terms used therein) are incorporated by reference in their entirety into this Guaranty as if fully set forth herein, *mutatis mutandis*: Sections 8 (Confidential Information and Improvements); 9(C) (Indemnification); 14 (Covenants); 17(D) (Survival); 18 (Arbitration); and 19 (Enforcement).

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

GUARANTOR(S)	PERCENTAGE OWNERSHIP IN YOU
<hr/>	<hr/>
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EXHIBIT E
TO FRANCHISE AGREEMENT
PROMISSORY NOTE

WORLD INSPECTION NETWORK INTERNATIONAL LLC
PROMISSORY NOTE

\$ _____

Date: _____, 20____

The undersigned ("Franchisee"), for value received, jointly and severally promise to pay to World Inspection Network International LLC, a Delaware limited liability company ("Franchisor") as the holder of this Promissory Note ("Note") the principal sum of \$_____, together with interest computed at a rate of 8% *per annum*, per the terms stated in this Note.

Principal and interest must be paid in lawful money of the United States of America. The principal and interest will be due and payable in _____ equal monthly payments of \$_____, beginning on _____, 20____. Said payments will be made through Electronic Funds Transfers (EFT) as we initiate. You must give us at least 10 days' written notice of any change respecting your bank account and/or bank.

Franchisee acknowledges that the principal amount of this Note arose under and remains due under the WIN® franchise agreement between Franchisor and Franchisee, dated _____, 20____ (the "Franchise Agreement"), and that Franchisor's acceptance of this Note does not represent a cure, satisfaction, or discharge of any of Franchisee's obligations under the Franchise Agreement, and does not represent a waiver or relinquishment of any rights or remedies that Franchisor may have under the Franchise Agreement.

Franchisee may prepay this Note in whole at any time or in part from time to time without penalty. Each such prepayment will be applied first against accrued interest and the balance, if any, to the reduction of principal. Franchisor's failure or delay to exercise any right or remedies hereunder or afforded by applicable law will not operate as a waiver thereof. Such failure or delay will not be construed as a bar to or waiver of such right or remedy on a future occasion.

Franchisee agrees to pay all costs of collecting or enforcing payment or performance under this Note, together with reasonable attorneys' fees and legal expenses at any time paid or incurred by the Franchisor, whether suit be brought or not.

Franchisee waives presentment, protest and demand, delinquency, notice of protest, demand and dishonor, and any other notice otherwise required to be given by law in connection with the delivery, acceptance, performance, default, enforcement or collection of this Note, and expressly agrees that this Note, or any payment hereunder, may periodically be extended or subordinated, without affecting the liability of Franchisee.

Any default by Franchisee under the Franchise Agreement after the date of this Note will constitute a default under this Note. Any default under this Note will constitute a default under the Franchise Agreement. At Franchisor's option, the entire unpaid principal balance and all accrued but unpaid interest under this Note will be immediately due and payable as a balloon payment upon the earlier of: (a) Franchisee's failure to cure any default under this Note or the Franchise Agreement under the terms thereof; or (b) the occurrence of a "Transfer" (as defined in the Franchise Agreement). Upon default under the Note or the Franchise Agreement, Franchisor may, at its option, (i) increase the interest rate to accrue on all unpaid amounts from the date of acceleration at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until the entire principal balance and all accrued but unpaid interest is paid, (ii) require you to immediately pay us the entire amount of the unpaid balance plus any accrued interest, and/or (iii) terminate the Franchise Agreement.

This Note may not be amended or modified, and no waiver of any provision hereof will be effective, except by an instrument in writing signed by the party against whom enforcement of any amendment, modification, or waiver is sought. If Franchisee consists of two or more individuals, the liability of each individual will be joint and several.

This Note is governed by the laws of the State of Delaware. Any claims, controversies or disputes arising from the payment or non-payment of this Note will be brought in the Chicago, Illinois, Cook County District Court or the United States District Court for the Northern District of Illinois. Franchisee irrevocably consents to the jurisdiction of such courts.

Franchisee has caused this Note to be made and executed as of the date first above written.

FRANCHISEE:

_____, Individually

_____, Individually

or

[Name of Franchisee Entity]

By: _____

Its: _____

Each of the undersigned jointly and severally, personally and unconditionally guarantee to Franchisor, and its successors and assigns, that Franchisee will timely pay and perform each and every undertaking, agreement and covenant stated in this Note; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in this Note. The undersigned waive any requirement that Franchisor proceed or exhaust its recourses against Franchisee or any other party, pursue any other remedy whatsoever or enforce any security before any demand under this personal guaranty.

GUARANTORS:

_____, Individually

_____, Individually

EXHIBIT F
TO FRANCHISE AGREEMENT
STATE SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010) voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Chicago, Illinois with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with 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.

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.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[\[Signature page to follow\]](#)

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in Section 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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.

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is 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.

The federal bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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.

Section 21(A) –(D) of the Franchise Agreement are deleted in their entirety.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[\[Signature page follows\]](#)

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of the Marks infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least 24 hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

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.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC _____

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law.

The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law.

The requirement that arbitration be held outside the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. Any mediation or arbitration will be held at a site agreeable to all parties.

The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement states that franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. 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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

According 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 ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

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

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, ~~STATEMENT OF PROSPECTIVE FRANCHISEE~~ AND ALL
RELATED AGREEMENTS

~~To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010—19.100.940 applies, the terms of this Addendum apply.~~

~~1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:~~

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

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

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~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. Franchise agreement provisions, including the areas of termination and renewal of your franchise those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. **General Release.** A release or waiver of rights ~~executed by a franchisee may not include rights in~~ the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rule~~ rules or ~~order~~ 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. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

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

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

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

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

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

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

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

~~2. Sections 21.A, 21.B and 21.C of the~~

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 Agreement ~~do not apply in Washington or to Washington franchisees.~~

~~This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.~~

~~IN WITNESS WHEREOF, the~~ **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 ~~have executed~~ parties do hereby acknowledge receipt of this Addendum ~~as of the date Franchisor signs below.~~

Dated this _____ day of _____, 20____.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

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.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:

FRANCHISEE:

World Inspection Network International LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT B

~~TABLE OF CONTENTS OF~~ OPERATIONS MANUAL CONTENT OVERVIEW

WIN Operations Manual —~~Table of Contents~~

~~1. —Welcome and~~ Content Overview

~~1. Introduction to WIN—5 pages~~

~~2. —Introduction to your~~

2. Explanation of WINnovation platform —20 pages

~~1. Marketing—50 pages.~~ Topics may include:

- a. Understanding Marketing
- b. WIN Marketing Strategy
 - i. Print and Promo Marketing
 - ii. Digital Marketing
 - iii. Paid Marketing
 - iv. In- person Marketing
 - v. Advertisements
- c. Brand Awareness
 - i. Tagline and Brand Sound
 - ii. Professional Dress Code
 - iii. WIN Office
 - iv. Vehicle
- d. Target Audience
- e. Scheduling Your Inspection
- f. Short-term/ Long-term Goals
 - i. GO 90 Plan
 - ii. Hiring
- g. Marketing Budget

~~2. WIN Learning System —25 pages~~ (WLS)

~~3. Day to Day Operations—105 pages.~~ Topics may include:

- a. WIN Mission Statement, Network Goals & Core Values
- b. Risk Management and Business Insurance and Compliance
- c. Inspection Communication Scripts
- d. WIN Approved Inspection Types and Special Licensing
 - i. Ancillary Inspections
- e. Office Set-up and Equipment Requirements
- f. Readyng Your Vehicle
- g. Clothing and Personal Appearance
- h. Home Inspection Process
 - i. Inspection Agreements
 - ii. Checklists

~~4. Business Administration—25 pages.~~ Topics may include:

- a. Franchisee's Legal Obligations
- b. Company Policies
 - i. Refund Policy
 - ii. Vehicle Policy
 - iii. Inspection Referral Policy
 - iv. SP and AI Training
 - v. Conference
 - vi. Advertising Policy
- c. Reports and Record Keeping
 - i. QuickBooks
 - ii. Royalty Reporting
- d. WINnet
- e. New Franchise Referral Policy

EXHIBIT C
FINANCIAL STATEMENTS

World Inspection Network International LLC

Financial Statements

December 31, 2024 and 2023

World Inspection Network International LLC

Table of Contents

December 31, 2024 and 2023

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Financial Statements	
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Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

Independent Auditors' Report

To the Member and Board of Directors of
World Inspection Network International LLC

Opinion

We have audited the financial statements of World Inspection Network International LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Chicago, Illinois
March 14, 2025

World Inspection Network International LLC

Balance Sheets

December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 1,694,830	\$ 2,221,321
Accounts receivable, net	357,049	279,537
Inventories	4,129	8,700
Notes receivable, current	82,194	80,062
Prepaid expenses and other current assets	<u>1,206,186</u>	<u>1,202,146</u>
Total current assets	<u>3,344,388</u>	<u>3,791,766</u>
Other Assets		
Goodwill, net	1,585,196	1,994,242
Intangible assets, net	286,254	336,321
Capitalized software, net	170,047	-
Other long-term assets	1,627,429	1,301,641
Notes receivable, long-term	<u>50,753</u>	<u>89,443</u>
Total other assets	<u>3,719,679</u>	<u>3,721,647</u>
Total assets	<u>\$ 7,064,067</u>	<u>\$ 7,513,413</u>
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	\$ 159,239	\$ 227,769
Accrued expenses	230,166	190,784
Current maturities of notes payable, bank	3,477	3,334
Deferred revenues, current	<u>696,644</u>	<u>736,619</u>
Total current liabilities	<u>1,089,526</u>	<u>1,158,506</u>
Long-Term Liabilities		
Notes payable, bank	139,310	142,799
Deferred revenues, long-term	<u>1,052,329</u>	<u>1,095,287</u>
Total liabilities	<u>2,281,165</u>	<u>2,396,592</u>
Member's Equity	<u>4,782,902</u>	<u>5,116,821</u>
Total liabilities and member's equity	<u>\$ 7,064,067</u>	<u>\$ 7,513,413</u>

See notes to financial statements

World Inspection Network International LLC

Statements of Income

Years Ended December 31, 2024 and 2023

	2024	2023
Revenues		
Franchise revenues	\$ 4,803,762	\$ 4,663,645
Other revenues	<u>305,852</u>	<u>275,351</u>
Total revenues	<u>5,109,614</u>	<u>4,938,996</u>
Operating Expenses	<u>5,198,231</u>	<u>4,373,973</u>
Operating income (loss)	<u>(88,617)</u>	<u>565,023</u>
Other Income (Expense)		
Interest income	39,652	11,337
Interest expense	(5,426)	(15,529)
Other income	<u>54,902</u>	<u>-</u>
Net other income (expense)	<u>89,128</u>	<u>(4,192)</u>
Net income	<u><u>\$ 511</u></u>	<u><u>\$ 560,831</u></u>

See notes to financial statements

World Inspection Network International LLC

Statements of Member's Equity

Years Ended December 31, 2024 and 2023

	Total Member's Equity
Balances, December 31, 2022	\$ 5,500,908
Net income	560,831
Distributions	<u>(944,918)</u>
Balances, December 31, 2023	5,116,821
Net income	511
Distributions	<u>(334,430)</u>
Balances, December 31, 2024	<u>\$ 4,782,902</u>

See notes to financial statements

World Inspection Network International LLC

Statements of Cash Flows

Years Ended December 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash Flows From Operating Activities		
Net income	\$ 511	\$ 560,831
Adjustments to reconcile net income to net cash flows from operating activities:		
Amortization	507,505	459,113
Provision for credit losses	60,774	(4,913)
Changes in assets and liabilities:		
Accounts receivable	(138,286)	(70,061)
Inventories	4,571	2,955
Prepaid expenses and other current assets	(4,040)	(95,477)
Other assets	(325,788)	(1,101,694)
Accounts payable	(68,530)	44,086
Accrued expenses	39,382	101,078
Deferred revenues	(82,933)	122,763
Net cash flows from operating activities	<u>(6,834)</u>	<u>18,681</u>
Cash Flows From Investing Activities		
Repayments of notes receivable	98,355	188,487
Issuance of notes receivable	(61,797)	(235,810)
Capitalized software development costs	(218,439)	-
Net cash flows from investing activities	<u>(181,881)</u>	<u>(47,323)</u>
Cash Flows From Financing Activities		
Principal payments on notes payable, bank	(3,346)	(348,324)
Distributions to member	(334,430)	(944,918)
Net cash flows from financing activities	<u>(337,776)</u>	<u>(1,293,242)</u>
Net change in cash and cash equivalents	(526,491)	(1,321,884)
Cash and Cash Equivalents, Beginning	<u>2,221,321</u>	<u>3,543,205</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,694,830</u>	<u>\$ 2,221,321</u>
Supplemental Cash Flow Disclosures		
Cash paid for interest	<u>\$ 5,426</u>	<u>\$ 15,745</u>

See notes to financial statements

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2024 and 2023

1. Summary of Significant Accounting Policies

Nature of Operations

World Inspection Network International LLC (the Company) is engaged in the business of offering franchises, which operate WIN Home Inspection offices. Agamya Franchise Holdings LLC (the Parent) is the sole member of the Company.

The following table summarizes the franchise activity for the Company as of December 31, 2024:

	2024	2023
Franchises at the beginning of the period	278	259
Franchises sold and opened	21	39
Franchises sold but not yet opened	10	8
Franchises retired	(6)	(1)
Franchises terminated	(22)	(27)
Franchises at the end of the period	281	278

Use of Estimates

The preparation of financial statement in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits maintained at banks, which at times may exceed federally insured limits. The Company also maintains investable funds with financial institutions in the form of interest-bearing money market accounts. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Company has not experienced any losses in such accounts and does not believe it is exposed to significant credit risk.

Accounts Receivable and Allowance for Credit Losses

The Company recognizes an allowance for credit losses for trade and other receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2024 and 2023

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes GDP growth, unemployment rates and interest rates amongst others. Based on historical experience and management's analysis of individual accounts, an allowance for credit losses of \$39,979 and \$29,848 was recorded as of December 31, 2024 and 2023, respectively. The Company charges interest on past due accounts receivable.

Contract Costs

The Company incurs certain direct incremental costs in order to obtain some franchise agreements. Such costs are capitalized and subsequently amortized over the first noncancelable period of the franchise agreement, which are included in prepaid expenses and other current assets on the balance sheets. In the event a franchise agreement is terminated prior to the end of the first noncancelable period, any unamortized cost is immediately expensed.

Inventories

Inventories consist of inspection report binders, marketing materials and training materials for sale to the franchisees at cost and are valued at lower of cost and market using the first-in, first-out (FIFO) method or net realizable value.

Franchise Agreements

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services may include training, marketing support, technology support and organizing an annual convention.

The Company was assigned franchise agreements which were included in the acquisition of World Inspection Network International, Inc. The franchise agreements are considered customer-related intangibles and have therefore not been separated from goodwill acquired.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable tangible and intangible net assets relating to the business acquisition of World Inspection Network International, Inc. The Company amortizes goodwill using the straight-line method over 10 years. The Company has elected to test goodwill for impairment at the entity level when a triggering event has occurred. A triggering event may indicate the fair value of the entity's goodwill is below the carrying value. The Company has determined that no triggering events occurred during the years ended December 31, 2024 and 2023.

Intangible assets include tradenames and business materials. Identifiable intangible asset costs are capitalized and amortized on a straight-line basis over their estimated useful lives. The Company amortizes tradenames and business materials, using the straight-line method, over 15 and 10 years, respectively. Intangible assets are reviewed for impairment whenever events or circumstances indicate that their carrying amount may not be recoverable. There have been no such impairment losses to date.

Leases

The Company recognizes the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancelable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method. The Company has no finance leases.

The Company has elected the accounting policy not to separate lease and nonlease components for the initial and subsequent measurement of lease liabilities for all asset classes. When the rate implicit in the lease is not determinable, rather than use the Company's incremental borrowing rate, the Company has elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes. The Company has elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term.

To date, the Company has not recorded right-of-use assets and lease liabilities. The one lease held by the Company is classified as a short-term lease and the applicable practical expedient was applied. Lease expense of \$43,919 and \$29,986 was included in operating expenses on the statements of income for the years ended December 31, 2024 and 2023, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Revenue Recognition

The Company generates all of its revenue from contracts with customers. Revenue is recognized upon transfer of control of promised products and services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company determines revenue recognition through the following steps:

- Identification of the contract or contracts with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when or as, the Company satisfies a performance obligation

A performance obligation is defined as a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgment.

The Company allocates the transaction price to each performance obligation on a relative standalone selling price (SSP) basis. The SSP is the price at which the Company would sell a promised product or service separately to a customer. Judgment is required to determine the SSP for each distinct performance obligation.

The Company's franchise agreements promise the following products or services to the customer:

- Intellectual Property license grants a nonexclusive, limited revocable license to the common use and promotion of trademarks and tradenames
- Operations Manual and training services provide operational assistance unique to the Company's brand, business model and standards
- One inspection tablet with certain computer software
- Startup Marketing Program provides franchisees with digital marketing services to help reach out to referral sources within the applicable territory upon the launch of the franchisees' businesses
- Annual convention provided for franchisees to gather and attend educational seminars and brand informational presentations, for which the initial year is included in the upfront franchise fee

The Company considers the inspection tablet to be a distinct performance obligation as it has stand-alone value to the customer and is not highly interdependent or highly interrelated with the franchise license and is recorded as other revenues in the statements of income.

The Company concluded that the remaining benefits are highly related and all combined into a single performance obligation, a license of symbolic intellectual property, which is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the annual convention, which is recognized in the month the service is provided and the franchisee can independently benefit from each day's services. Initial and renewal franchise fees are due upon the granting of the franchise and are deferred and recognized as revenue over the original franchise term, which is generally between 5 and 10 years.

In addition to initial and renewal franchise fees, the Company also receives monthly fees for usage of certain Company provided software, a percentage of sales each month from the franchisees as royalty and Brand Fund contributions and fixed fee per inspection order for WIN Home Inspection Report Product (WHIRP). Revenues from these sources are recorded each month as the services are provided and based on reported franchisee sales.

The Company has other performance obligations associated with contracts with customers for additional training, product sales, assignment fees and event-based revenue from the annual convention, for which revenue is recognized as other revenues in the statements of income in the month the service is provided.

Capitalized Internal-Use Software Development Costs

GAAP requires the capitalization of qualifying software development costs, which are incurred during the application development stage or the post-implementation operations stage. Capitalization of such costs begins when the preliminary project stage is complete and ceases when the Project is substantially complete and ready for its intended purpose. Costs associated with significant upgrades or enhancements to the existing internal-use software that result in additional functionality qualify for capitalization during the post-implementation operations stage, whereas maintenance, minor upgrades and enhancements are expensed as incurred. Capitalized software is amortized using the straight-line method over an estimated useful life of two years. Prior to December 31, 2023, development costs related to internal-use software were insignificant and therefore, the Company had expensed all internal-use software development costs as incurred. During the year ended December 31, 2024, the Company capitalized internal-use software development costs of \$218,439. Amortization expense included in operating expenses on the statements of income was \$48,392 and \$0 years ended December 31, 2024 and 2023, respectively. The net book value of capitalized software was \$170,047 and \$0 as of December 31, 2024 and 2023, respectively.

Advertising

In accordance with all signed franchise agreements, franchisees are required to contribute to the WIN System Brand Fund. The fund is to be used with the objective of protecting and enhancing the Company's brand and system, including by conducting brand advertising, marketing, promotional and public relations campaigns. Net advertising expense was \$1,035,536 and \$954,479 for the years ended December 31, 2024 and 2023, respectively. Actual advertising expenditure was \$1,431,486 and \$2,104,677 for the years ended December 31, 2024 and 2023, respectively.

Generally, the Company is contractually obligated to expend the System Brand Fund fees collected from franchisees in accordance with the franchise agreements; as such, revenues earned in excess of costs incurred are accrued as a liability for future advertising costs. Any such amounts are included in accrued expenses on the balance sheets. In the event the Company's expenditures for the System Brand Fund in any one fiscal year exceeds the total amount contributed to the System Brand Fund during such fiscal year, the Company has the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the System Brand Fund or to use such excess as a credit against its future contributions. As of December 31, 2024 and 2023, the Company has incurred costs in excess of revenues earned of \$2,704,695 and \$2,303,844, respectively. Any such amounts are included in prepaid expenses and other current assets or other long-term assets on the balance sheets based on the expected System Brand Fund fees to be collected in the next twelve months. The Company had prepaid expenses and other current assets of \$1,077,266 and \$1,002,203 and other long-term assets of \$1,627,429 and \$1,301,641 as of December 31, 2024 and 2023, respectively.

Income Taxes

The Company is treated as a limited liability company (LLC) for federal and state income tax purposes. As such, the Company's income, losses and credits are included in the income tax returns of its member. The Company is subject to certain state income taxes. The Company and its member elected pass-through entity tax in certain states for the years ended December 31, 2024 and 2023, which is reflected within distributions on the accompanying statements of member's equity. For the years ended December 31, 2024 and 2023, distributions for pass-through entity tax totaled \$42,356 and \$111,552, respectively.

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2024 and 2023

The Company is subject to the accounting standard for uncertainty in income taxes. The standard only applies to taxes based on income that are imposed on the Company. It does not apply to tax or income that is passed through to the member. Thus, the standard has limited applicability to the Company due to its status as an LLC and will generally only apply to state income taxes imposed on the Company. Under the standard, the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. When applicable, interest and penalties on uncertain tax positions are calculated based on the guidance from the relevant tax authority. The Company is subject to tax examinations for its tax returns but is not currently under examination by any tax jurisdiction. The Company did not have any uncertain tax positions as of December 31, 2024 and 2023.

Fair Value of Financial Instruments

The Company is subject to the accounting standard for fair value measurements, which provides a framework for measuring, reporting and disclosing fair value under GAAP. This applies to all assets and liabilities that are measured, reported and/or disclosed on a fair value basis.

Cash and cash equivalents are stated at cost, which approximates fair market value. The Company's short-term financial instruments consist of the following: accounts receivable and accounts payable. The carrying values of these short-term financial instruments approximate their estimated fair values based on the instruments short-term nature. The fair value of the Company's notes receivable and notes payable, is estimated based on current rates for similar instruments with the same remaining maturities. The Company believes that the carrying value of the notes receivable and notes payable, estimates fair value.

Adoption of New Accounting Standards

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-13, *Financial Instruments—Credit Losses (Topic 326)*. The ASU introduces a new credit loss methodology, *Current Expected Credit Losses (CECL)*, which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL methodology utilizes a lifetime *expected credit loss* measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current GAAP, which generally require that a loss be incurred before it is recognized. On January 1, 2023, the Company adopted the ASU using a modified retrospective approach. There was no adjustment to the accumulated deficit upon adoption.

2. Notes Receivable

The Company carries its notes receivable with franchisees at the principal amount due.

Interest is accrued monthly and ranges up to 5%. Loans that become past due receive increased scrutiny and attention from management. If necessary, they are placed on nonaccrual status. No loans have been placed on nonaccrual status as of December 31, 2024 and 2023.

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2024 and 2023

The estimated aggregate maturities of the notes as of December 31, 2024 are as follows:

Years ending December 31:		
2025	\$	82,194
2026		26,553
2027		13,055
2028		10,190
2029		955
		<u> </u>
Total	\$	<u>132,947</u>

3. Goodwill and Intangible Assets

Goodwill and intangible assets of the Company as of December 31, 2024 are summarized as follows:

	<u>Gross Carrying Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill, net	\$ 4,090,455	\$ (2,505,259)	\$ 1,585,196
Intangible assets:			
Business materials	\$ 312,000	\$ (192,400)	\$ 119,600
Tradenames	283,000	(116,346)	166,654
	<u> </u>	<u> </u>	<u> </u>
Intangible assets, net	\$ 595,000	\$ (308,746)	\$ 286,254

Goodwill and intangible assets of the Company as of December 31, 2023 are summarized as follows:

	<u>Gross Carrying Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill, net	\$ 4,090,455	\$ (2,096,213)	\$ 1,994,242
Intangible assets:			
Business materials	\$ 312,000	\$ (161,200)	\$ 150,800
Tradenames	283,000	(97,479)	185,521
	<u> </u>	<u> </u>	<u> </u>
Intangible assets, net	\$ 595,000	\$ (258,679)	\$ 336,321

Amortization expense was \$459,113 for the years ended December 31, 2024 and 2023.

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2024 and 2023

Future estimated amortization over the next five years as of December 31, 2024 is as follows:

	Goodwill	Business Materials	Tradenames
Years ending December 31:			
2025	\$ 409,046	\$ 31,200	\$ 18,867
2026	409,046	31,200	18,867
2027	409,046	31,200	18,867
2028	358,058	26,000	18,867
2029	-	-	18,867
Thereafter	-	-	72,319
Total	<u>\$ 1,585,196</u>	<u>\$ 119,600</u>	<u>\$ 166,654</u>

4. Line of Credit

The Company maintains a line of credit from a bank with a borrowing capacity of up to \$250,000 that is renewed annually. In September 2024, the line of credit was amended and the maturity date was extended to July 22, 2025. The line of credit has an interest rate equal to the prime rate, with a minimum rate of 3.25%. The interest rate was 7.50% and 8.50% as of December 31, 2024 and 2023, respectively. There was \$0 outstanding on the line of credit as of December 31, 2024 and 2023. The line of credit is collateralized by substantially all of the assets of the Company.

5. Notes Payable, Bank

In August 2020, the Company obtained a loan for \$150,000 through the Economic Injury Disaster Loan (EIDL) program in response to the coronavirus crisis. Interest accrues at an annual rate of 3.75%. Equal monthly payments, including principal and interest, of \$731 commenced June 2021 and continue until the maturity date of March 17, 2050. The loan is collateralized by substantially all of the assets of the Company. The loan requires that all proceeds be used solely as working capital to alleviate economic injury from the coronavirus crisis. There was \$142,787 and \$146,133 outstanding on the note as of December 31, 2024 and 2023, respectively.

The future maturities of the notes payable, bank as of December 31, 2024 are as follows:

Years ending December 31:	
2025	\$ 3,477
2026	3,610
2027	3,747
2028	3,877
2029	4,038
Thereafter	<u>124,038</u>
Total	<u>\$ 142,787</u>

6. Related-Party Transactions

The Company maintains a management agreement with the Parent and its affiliates, to provide the Company with various operational related management services. Under the terms of the agreement, the Company is charged annual management fees equal to the greater of \$100,000 or 5% of the Company's annual earnings before interest, taxes, depreciation and amortization. The management fee is payable in quarterly installments. The Company incurred and paid \$100,000 of management fees for the years ended December 31, 2024 and 2023.

The Company also made payments of \$1,005,000 and \$901,000 to related parties for internal-use software development and marketing, operation, franchise and administrative support for the years ended December 31, 2024 and 2023, respectively. The Company had \$74,000 and \$50,000 due to related parties as of December 31, 2024 and 2023, respectively, which is included in accrued expenses.

7. Employee Benefit Plan

The Company offers a defined contribution plan which is qualified under Section 401(k) of the Internal Revenue Code (IRC). All active employees are eligible to participate. Under the plan, subject to IRC limits, the Company contributes a safe harbor matching contribution of 100% of the first 4% of eligible compensation that employees defer upon. Company contributions to the plan were \$48,121 and \$42,012 for the years ended December 31, 2024 and 2023, respectively.

8. Subsequent Events

The Company has evaluated subsequent events occurring through March 14, 2025, the date that the financial statements were available to be issued for events requiring recording or disclosure in the Company's financial statements.

World Inspection Network International LLC

Financial Statements

December 31, 2023 and 2022

World Inspection Network International LLC

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December 31, 2023 and 2022

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Independent Auditors' Report

To the Member and Board of Directors of
World Inspection Network International LLC

Opinion

We have audited the financial statements of World Inspection Network International LLC (the Company), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, member's equity and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

Baker Tilly US, LLP

Chicago, Illinois
March 20, 2024

World Inspection Network International LLC

Balance Sheets

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 2,221,321	\$ 3,543,205
Accounts receivable, net	279,537	204,563
Inventories	8,700	11,655
Notes receivable, current	80,062	53,097
Prepaid expenses and other current assets	<u>1,202,146</u>	<u>1,106,669</u>
Total current assets	<u>3,791,766</u>	<u>4,919,189</u>
Other Assets		
Goodwill, net	1,994,242	2,403,288
Intangible assets, net	336,321	386,388
Other long-term assets	1,301,641	199,947
Notes receivable, long-term	<u>89,443</u>	<u>69,085</u>
Total other assets	<u>3,721,647</u>	<u>3,058,708</u>
Total assets	<u><u>\$ 7,513,413</u></u>	<u><u>\$ 7,977,897</u></u>
Liabilities and Member's Equity		
Current Liabilities		
Accounts payable	\$ 227,769	\$ 183,683
Accrued expenses and other current liabilities	190,784	89,706
Current maturities of notes payable, bank	3,334	321,803
Deferred revenues, current	<u>736,619</u>	<u>651,406</u>
Total current liabilities	<u>1,158,506</u>	<u>1,246,598</u>
Long-Term Liabilities		
Notes payable, bank	142,799	172,654
Deferred revenues, long-term	<u>1,095,287</u>	<u>1,057,737</u>
Total liabilities	<u>2,396,592</u>	<u>2,476,989</u>
Member's Equity	<u>5,116,821</u>	<u>5,500,908</u>
Total liabilities and member's equity	<u><u>\$ 7,513,413</u></u>	<u><u>\$ 7,977,897</u></u>

See notes to financial statements

World Inspection Network International LLC

Statements of Income

Years Ended December 31, 2023 and 2022

	2023	2022
Revenues		
Franchise revenues	\$ 4,663,645	\$ 4,683,401
Other revenues	<u>275,351</u>	<u>277,493</u>
Total revenues	<u>4,938,996</u>	<u>4,960,894</u>
Operating Expenses	<u>4,373,973</u>	<u>3,893,041</u>
Operating income	<u>565,023</u>	<u>1,067,853</u>
Other Income (Expense)		
Interest income	11,337	432
Interest expense	(15,529)	(28,961)
Other income	<u>-</u>	<u>1,942</u>
Net other expense	<u>(4,192)</u>	<u>(26,587)</u>
Net income	<u><u>\$ 560,831</u></u>	<u><u>\$ 1,041,266</u></u>

See notes to financial statements

World Inspection Network International LLC

Statements of Member's Equity

Years Ended December 31, 2023 and 2022

	Total Member's Equity
Balances, December 31, 2021	\$ 5,167,631
Net income	1,041,266
Distributions	<u>(707,989)</u>
Balances, December 31, 2022	5,500,908
Net income	560,831
Distributions	<u>(944,918)</u>
Balances, December 31, 2023	<u>\$ 5,116,821</u>

See notes to financial statements

World Inspection Network International LLC

Statements of Cash Flows

Years Ended December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Cash Flows From Operating Activities		
Net income	\$ 560,831	\$ 1,041,266
Adjustments to reconcile net income to net cash flows from operating activities:		
Amortization	459,113	459,113
Provision for losses on accounts receivable	(4,913)	64,233
Changes in assets and liabilities:		
Accounts receivable	(70,061)	(28,024)
Inventories	2,955	8,064
Prepaid expenses and other current assets	(95,477)	(537,995)
Other assets	(1,101,694)	(199,947)
Accounts payable	44,086	14,171
Accrued expenses and other current liabilities	101,078	(27,678)
Deferred revenues	122,763	74,651
Net cash flows from operating activities	<u>18,681</u>	<u>867,854</u>
Cash Flows From Investing Activities		
Repayments of notes receivable	188,487	88,234
Issuance of notes receivable	<u>(235,810)</u>	<u>(101,586)</u>
Net cash flows from investing activities	<u>(47,323)</u>	<u>(13,352)</u>
Cash Flows From Financing Activities		
Principal payments on notes payable, bank	(348,324)	(319,227)
Distributions to member	<u>(944,918)</u>	<u>(707,989)</u>
Net cash flows from financing activities	<u>(1,293,242)</u>	<u>(1,027,216)</u>
Net change in cash and cash equivalents	(1,321,884)	(172,714)
Cash and Cash Equivalents, Beginning	<u>3,543,205</u>	<u>3,715,919</u>
Cash and Cash Equivalents, Ending	<u>\$ 2,221,321</u>	<u>\$ 3,543,205</u>
Supplemental Cash Flow Disclosures		
Cash paid for interest	<u>\$ 15,745</u>	<u>\$ 31,457</u>

See notes to financial statements

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2023 and 2022

1. Summary of Significant Accounting Policies

Nature of Operations

World Inspection Network International LLC (the Company) is engaged in the business of offering franchises, which operate WIN Home Inspection offices. Agamya Franchise Holdings LLC (the Parent) is the sole member of the Company.

The following table summarizes the franchise activity for the Company as of December 31, 2023:

	2023	2022
Franchises at the beginning of the period	259	248
Franchises sold and opened	39	22
Franchises sold but not yet opened	8	7
Franchises retired	(1)	(1)
Franchises terminated	(27)	(17)
Franchises at the end of the period	278	259

Use of Estimates

The preparation of financial statement in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company defines cash and cash equivalents as highly liquid, short-term investments with a maturity at the date of acquisition of three months or less. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash deposits maintained at banks, which at times may exceed federally insured limits. The Company also maintains investable funds with financial institutions in the form of interest-bearing money market accounts. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Company has not experienced any losses in such accounts and does not believe it is exposed to significant credit risk.

Accounts Receivable

The Company recognizes an allowance for credit losses for trade and other receivables to present the net amount expected to be collected as of the balance sheet date. Such allowance is based on the credit losses expected to arise over the life of the asset which includes consideration of past events and historical loss experience, current events and also future events based on our expectation as of the balance sheet date. Receivables are written off when the Company determines that such receivables are deemed uncollectible. The Company pools its receivables based on similar risk characteristics in estimating its expected credit losses. In situations where a receivable does not share the same risk characteristics with other receivables, the Company measures those receivables individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change.

World Inspection Network International LLC

Notes to Financial Statements
December 31, 2023 and 2022

The Company utilizes the loss rate method in determining its lifetime expected credit losses on its receivables. This method is used for calculating an estimate of losses based primarily on the Company's historical loss experience. In determining its loss rates, the Company evaluates information related to its historical losses, adjusted for current conditions and further adjusted for the period of time that can be reasonably forecasted. Qualitative and quantitative adjustments related to current conditions and the reasonable and supportable forecast period consider all the following: past due receivables, the customer creditworthiness, changes in the terms of receivables, effect of other external forces such as competition and legal and regulatory requirements on the level of estimated credit losses in the existing receivables. For receivables that are not expected to be collected within the normal business cycle, the Company considers current and forecasted direction of the economic and business environment. Such forecasted information includes GDP growth, unemployment rates and interest rates amongst others. Based on historical experience and management's analysis of individual accounts, an allowance for doubtful accounts of \$29,848 and \$80,000 was recorded as of December 31, 2023 and 2022, respectively. The Company charges interest on past due accounts receivable.

Contract Costs

The Company incurs certain direct incremental costs in order to obtain some franchise agreements. Such costs are capitalized and subsequently amortized over the first noncancellable period of the franchise agreement, which are included in prepaid expenses and other current assets on the balance sheets. In the event a franchise agreement is terminated prior to the end of the first noncancellable period, any unamortized cost is immediately expensed.

Inventories

Inventories consist of inspection report binders, marketing materials and training materials for sale to the franchisees at cost and are valued at lower of cost and market using the first-in, first-out (FIFO) method or net realizable value.

Franchise Agreements

When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services may include training, marketing support, technology support and organizing an annual convention.

The Company was assigned franchise agreements which were included in the acquisition of World Inspection Network International, Inc. The franchise agreements are considered customer-related intangibles and have therefore not been separated from goodwill acquired.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the fair value of identifiable tangible and intangible net assets relating to the business acquisition of World Inspection Network International, Inc. The Company amortizes goodwill using the straight-line method over 10 years. The Company has elected to test goodwill for impairment at the entity level when a triggering event has occurred. A triggering event may indicate the fair value of the entity's goodwill is below the carrying value. The Company has determined that no triggering events occurred during the years ended December 31, 2023 and 2022.

Intangible assets include tradenames and business materials. Identifiable intangible asset costs are capitalized and amortized on a straight-line basis over their estimated useful lives. The Company amortizes tradenames and business materials, using the straight-line method, over 15 and 10 years, respectively. Intangible assets are reviewed for impairment whenever events or circumstances indicate that their carrying amount may not be recoverable. There have been no such impairment losses to date.

Leases

Effective January 1, 2022, the Company adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, and all related amendments using the modified retrospective approach.

ASU No. 2016-02 requires lessees to recognize the assets and liabilities that arise from leases on the balance sheet. At lease inception, leases are classified as either finance leases or operating leases with the associated right-of-use asset and lease liability measured at the net present value of future lease payments. Operating lease right-of-use assets are expensed on a straight-line basis as lease expense over the noncancellable lease term. Expenses for finance leases are comprised of the amortization of the right-of-use asset and interest expense recognized based on the effective interest method.

The new standard provides for several optional practical expedients. Upon transition to Topic 842, the Company elected:

- The package of practical expedients permitted under the transition guidance, which does not require the Company to reassess prior conclusions regarding whether contracts are or contain a lease, lease classification and initial direct lease costs.

The new standard also provides for several accounting policy elections, as follows:

- The Company has elected the policy not to separate lease and nonlease components for the initial and subsequent measurement of lease liabilities for all asset classes.
- When the rate implicit in the lease is not determinable, rather than use the Company's incremental borrowing rate, the Company elected to use a risk-free discount rate for the initial and subsequent measurement of lease liabilities for all asset classes.
- The Company elected not to apply the recognition requirements to all leases with an original term of 12 months or less, for which the Company is not likely to exercise a renewal option or purchase the asset at the end of the lease; rather, short-term leases will continue to be recorded on a straight-line basis over the lease term.

To date, the Company has not recorded right-of-use assets and lease liabilities. The one lease held by the Company is classified as a short-term lease under Topic ASC 842 and the applicable practical expedient was applied. Lease expense of \$29,986 and \$1,304 was included in operating expenses on the statements of income for the years ended December 31, 2023 and 2022, respectively.

Impairment of Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Revenue Recognition

The Company generates all of its revenue from contracts with customers. Revenue is recognized upon transfer of control of promised products and services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company determines revenue recognition through the following steps:

- Identification of the contract or contracts, with a customer
- Identification of the performance obligations in the contract
- Determination of the transaction price
- Allocation of the transaction price to the performance obligations in the contract
- Recognition of revenue when or as, the Company satisfies a performance obligation

A performance obligation is defined as a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgment.

The Company allocates the transaction price to each performance obligation on a relative standalone selling price (SSP) basis. The SSP is the price at which the Company would sell a promised product or service separately to a customer. Judgment is required to determine the SSP for each distinct performance obligation.

The Company's franchise agreements promise the following products or services to the customer:

- Intellectual Property license grants a nonexclusive, limited revocable license to the common use and promotion of trademarks and tradenames
- Operations Manual and training services provide operational assistance unique to the Company's brand, business model and standards
- One inspection tablet with certain computer software
- Startup Marketing Program provides franchisees with digital marketing services to help reach out to referral sources within the applicable territory upon the launch of the franchisees' businesses
- Annual convention provided for franchisees to gather and attend educational seminars and brand informational presentations, for which the initial year is included in the upfront franchise fee

The Company considers the inspection tablet to be a distinct performance obligation as it has stand-alone value to the customer and is not highly interdependent or highly interrelated with the franchise license and is recorded as other revenues in the statements of income.

The Company concluded that the remaining benefits are highly related and all combined into a single performance obligation, a license of symbolic intellectual property, which is delivered over time. While the underlying services may vary from day to day, the nature of the promises are the same each day, other than the annual convention, which is recognized in the month the service is provided, and the franchisee can independently benefit from each day's services. Initial and renewal franchise fees are due upon the granting of the franchise and are deferred and recognized as revenue over the original franchise term, which is generally between 5 and 10 years.

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In addition to initial and renewal franchise fees, the Company also receives monthly fees for usage of certain Company provided software, a percentage of sales each month from the franchisees as royalty and Brand Fund contributions, and fixed fee per inspection order for WIN Home Inspection Report Product (WHIRP). Revenues from these sources are recorded each month as the services are provided and based on reported franchisee sales.

The Company has other performance obligations associated with contracts with customers for additional training, product sales, assignment fees and event-based revenue from the annual convention, for which revenue is recognized as other revenues in the statements of income in the month the service is provided.

Internal-Use Software Development Costs

The Company accounts for costs to develop or obtain internal-use software, including significant upgrades and enhancements resulting in additional functionality, in accordance with GAAP. These costs relate to software purchased for internal-use, implementation costs and development costs. Costs incurred for maintenance, training and minor modifications or enhancements are expensed as incurred. Development costs related to internal-use software were insignificant during the years ended December 31, 2023 and 2022, and therefore, the Company has expensed all internal-use software development costs as incurred.

Advertising

In accordance with all signed franchise agreements, franchisees are required to contribute to the WIN System Brand Fund. The fund is to be used with the objective of protecting and enhancing the Company's brand and system, including by conducting brand advertising, marketing, promotional and public relations campaigns. Net advertising expense was \$954,479 and \$977,509 for the years ended December 31, 2023 and 2022, respectively. Actual advertising expenditure was \$2,104,677 and \$1,713,054 for the years ended December 31, 2023 and 2022, respectively.

Generally, the Company is contractually obligated to expend the System Brand Fund fees collected from franchisees in accordance with the franchise agreements; as such, revenues earned in excess of costs incurred are accrued as a liability for future advertising costs. Any such amounts are included in accrued expenses and other current liabilities on the balance sheets. In the event the Company's expenditures for the System Brand Fund in any one fiscal year exceeds the total amount contributed to the System Brand Fund during such fiscal year, the Company has the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the System Brand Fund or to use such excess as a credit against its future contributions. As of December 31, 2023 and 2022, the Company has incurred costs in excess of revenues earned of \$2,303,844 and \$1,154,426, respectively. Any such amounts are included in prepaid expenses and other current assets or other long-term assets on the balance sheets based on the expected System Brand Fund fees to be collected in the next twelve months. The Company had prepaid expenses and other current assets of \$1,002,203 and \$954,479 and other long-term assets of \$1,301,641 and \$199,947 as of December 31, 2023 and 2022, respectively.

Income Taxes

The Company is treated as a limited liability company (LLC) for federal and state income tax purposes. As such, the Company's income, losses and credits are included in the income tax returns of its member. The Company is subject to certain state income taxes. The Company and its member elected pass-through entity tax in certain states for the years ended December 31, 2023 and 2022, which is reflected within distributions on the accompanying statements of member's equity. For the years ended December 31, 2023 and 2022, distributions for pass-through entity tax totaled \$111,552 and \$84,618, respectively.

The Company is subject to the accounting standard for uncertainty in income taxes. The standard only applies to taxes based on income that are imposed on the Company. It does not apply to tax or income that is passed through to the member. Thus, the standard has limited applicability to the Company due to its status as an LLC and will generally only apply to state income taxes imposed on the Company. Under the standard, the tax effects from an uncertain tax position can be recognized in the financial statements only if the position is more likely than not to be sustained on audit, based on the technical merits of the position. When applicable, interest and penalties on uncertain tax positions are calculated based on the guidance from the relevant tax authority. The Company is subject to tax examinations for its tax returns but is not currently under examination by any taxing jurisdiction. The Company did not have any uncertain tax positions as of December 31, 2023 and 2022.

Fair Value of Financial Instruments

The Company is subject to the accounting standard for fair value measurements, which provides a framework for measuring, reporting and disclosing fair value under GAAP. This applies to all assets and liabilities that are measured, reported and/or disclosed on a fair value basis.

Cash and cash equivalents are stated at cost, which approximates fair market value. The Company's short-term financial instruments consist of the following: accounts receivable and accounts payable. The carrying values of these short-term financial instruments approximate their estimated fair values based on the instruments short-term nature. The fair value of the Company's notes receivable and notes payable, is estimated based on current rates for similar instruments with the same remaining maturities. The Company believes that the carrying value of the notes receivable and notes payable, estimates fair value.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*. The ASU introduces a new credit loss methodology, *Current Expected Credit Losses (CECL)*, which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL methodology utilizes a lifetime *expected credit loss* measurement objective for the recognition of credit losses at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods in current GAAP, which generally require that a loss be incurred before it is recognized. On January 1, 2023, the Company adopted the ASU prospectively. There was no adjustment to retained earnings upon adoption.

Reclassification

Certain amounts within the prior year financial statements have been reclassified on the balance sheets and statements of cash flows to conform with classifications adopted as of and for the year ended December 31, 2023. The reclassifications had no effect on net income or member's equity.

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2. Notes Receivable

The Company carries its notes receivable with franchisees at the principal amount due.

Interest is accrued monthly and ranges up to 5%. Loans that become past due receive increased scrutiny and attention from management. If necessary, they are placed on nonaccrual status. No loans have been placed on nonaccrual status as of December 31, 2023 and 2022.

The estimated aggregate maturities of the notes as of December 31, 2023 are as follows:

Years ending December 31:

2024	\$	80,062
2025		45,232
2026		18,872
2027		14,550
2028		9,835
Thereafter		<u>954</u>
Total	\$	<u><u>169,505</u></u>

3. Goodwill and Intangible Assets

Goodwill and intangible assets of the Company as of December 31, 2023 are summarized as follows:

	<u>Gross Carrying Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill, net	\$ 4,090,455	\$ (2,096,213)	\$ 1,994,242
Intangible assets:			
Business materials	\$ 312,000	\$ (161,200)	\$ 150,800
Tradenames	<u>283,000</u>	<u>(97,479)</u>	<u>185,521</u>
Intangible assets, net	<u>\$ 595,000</u>	<u>\$ (258,679)</u>	<u>\$ 336,321</u>

Goodwill and intangible assets of the Company as of December 31, 2022 are summarized as follows:

	<u>Gross Carrying Value</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Goodwill, net	\$ 4,090,455	\$ (1,687,167)	\$ 2,403,288
Intangible assets:			
Business materials	\$ 312,000	\$ (130,000)	\$ 182,000
Tradenames	<u>283,000</u>	<u>(78,612)</u>	<u>204,388</u>
Intangible assets, net	<u>\$ 595,000</u>	<u>\$ (208,612)</u>	<u>\$ 386,388</u>

Amortization expense was \$459,113 for the years ended December 31, 2023 and 2022.

World Inspection Network International LLC

Notes to Financial Statements
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Future estimated amortization over the next five years as of December 31, 2023 is as follows:

	Goodwill	Business Materials	Tradenames
Years ending December 31:			
2024	\$ 409,046	\$ 31,200	\$ 18,867
2025	409,046	31,200	18,867
2026	409,046	31,200	18,867
2027	409,046	31,200	18,867
2028	358,058	26,000	18,867
thereafter	-	-	91,186
Total	<u>\$ 1,994,242</u>	<u>\$ 150,800</u>	<u>\$ 185,521</u>

4. Line of Credit

The Company maintains a line of credit from a bank with a borrowing capacity of up to \$250,000 that is renewed annually. In June 2023, the line of credit was amended and the maturity date was extended to July 23, 2024. The line of credit has an interest rate equal to the prime rate, with a minimum rate of 3.25%. The interest rate was 8.50% and 7.50% as of December 31, 2023 and 2022, respectively. There was \$0 outstanding on the line of credit as of December 31, 2023 and 2022. The line of credit is collateralized by substantially all of the assets of the Company.

5. Notes Payable, Bank

In July 2020, the Company obtained a promissory note payable from a bank in the amount of \$1,115,000. The note was paid in full in October 2023, in advance of the January 16, 2024 maturity date. The note carried interest at the greater of the prime rate and 3.50%. The interest rate was 8.50% and 7.50% as of December 31, 2023 and 2022, respectively. The note was collateralized by substantially all of the assets of the Company under a general business security agreement and member's guarantee. The promissory note was subject to certain financial statement covenants. The Company was in compliance with all financial statement covenants as of December 31, 2022. The promissory note required monthly payments of \$26,548 beginning in August 2020 through maturity. There was \$0 and \$345,108 outstanding on the note as of December 31, 2023 and 2022, respectively.

In August 2020, the Company obtained a loan for \$150,000 through the Economic Injury Disaster Loan (EIDL) program in response to the coronavirus crisis. Interest accrues at an annual rate of 3.75%. Equal monthly payments, including principal and interest, of \$731 commenced June 2021 and continue until the maturity date of March 17, 2050. The loan is collateralized by substantially all of the assets of the Company. The loan requires that all proceeds be used solely as working capital to alleviate economic injury from the coronavirus crisis. There was \$146,133 and \$149,349 outstanding on the note as of December 31, 2023 and 2022, respectively.

World Inspection Network International LLC

Notes to Financial Statements
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The future maturities of the notes payable, bank as of December 31, 2023 are as follows:

Years ending December 31:		
2024	\$	3,334
2025		3,477
2026		3,610
2027		3,747
2028		3,877
thereafter		<u>128,088</u>
Total	\$	<u>146,133</u>

6. Related-Party Transactions

The Company maintains a management agreement with the Parent and its affiliates, to provide the Company with various operational related management services. Under the terms of the agreement, the Company is charged annual management fees equal to the greater of \$100,000 or 5% of the Company's annual earnings before interest, taxes, depreciation and amortization. The management fee is payable in quarterly installments. The Company incurred and paid \$100,000 of management fees for the years ended December 31, 2023 and 2022.

The Company also made payments of \$901,000 and \$685,000 to related parties for internal-use software development and marketing, operation, franchise and administrative support for the years ended December 31, 2023 and 2022, respectively. The Company had no payables outstanding to related parties as of December 31, 2023 and 2022.

7. Employee Benefit Plan

The Company offers a defined contribution plan which is qualified under Section 401(k) of the Internal Revenue Code (IRC). All active employees are eligible to participate. Under the plan, subject to IRC limits, the Company contributes a safe harbor matching contribution of 100% of the first 4% of eligible compensation that employees defer upon. Company contributions to the plan were \$42,012 and \$37,602 for the years ended December 31, 2023 and 2022, respectively.

8. Subsequent Events

The Company has evaluated subsequent events occurring through March 20, 2024, the date that the financial statements were available to be issued for events requiring recording or disclosure in the Company's financial statements.

~~UNAUDITED FINANCIAL STATEMENTS:~~

~~These financial statements have been prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no independent certified public accountant has audited these figures or expressed an opinion with regard to their content or form.~~

EXHIBIT D**LIST OF CURRENT AND FORMER FRANCHISEES AS OF DECEMBER 31, ~~2023~~2024****ALABAMA**

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Justin Washburn (x3) WIN Glendale WIN Tempe WIN Goodyear jwashburn@wini.com Phoenix, AZ 85048 (623) 535-9336	Leonard Curto WIN Thunderbird lcurto@wini.com Phoenix, AZ 85083 (602) 550-0665	Shawn Degan WIN Sahuarita sdegan@wini.com Tucson, Arizona 85747 (520) 278-5615

CALIFORNIA

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Dave Paveloff WIN Palm Desert dpaveloff@wini.com	Arshia Keivan (x2) WIN Mission Viejo WIN Irvine	Paul Colley WIN La Quinta pcolley@wini.com

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<u>Dan Silver</u> <u>WIN Roseville</u> <u>dsilver@wini.com</u> <u>Roseville, CA 95747</u> <u>(916) 771-0101</u>	<u>Craig Schaffer</u> <u>WIN Rowland Heights</u> <u>cschaffer@wini.com</u> <u>Rowland Heights, CA 91748</u> <u>(626) 404-2066</u>	<u>Damien Devine</u> <u>WIN La Mesa</u> <u>ddevine@wini.com</u> <u>San Diego, CA 92119</u> <u>(619) 393-4805</u>
<u>Dan McPhee</u> <u>WIN San Mateo</u> <u>dmcphree@wini.com</u> <u>San Mateo, CA 94402</u> <u>(650) 375-0400</u>	<u>Geoffrey Wilson</u> <u>WIN Folsom</u> <u>gwilson@wini.com</u> <u>Shingle Springs, CA 95682</u> <u>(530) 344-8118</u>	<u>Fernando Molina (x2)</u> <u>WIN Stockton</u> <u>fmolina@wini.com</u> <u>Stockton, California 95203</u> <u>(209) 227-3990</u>
<u>John Maldonado</u> <u>WIN Tracy</u> <u>jmalonado@wini.com</u> <u>Tracy, CA 95377</u> <u>(209) 362-6009</u>	<u>Nathan Houck (x3)</u> <u>WIN Visalia</u> <u>WIN Hanford</u> <u>WIN Porterville</u> <u>nhouck@wini.com</u> <u>Visalia, CA 93291</u> <u>(559) 697-1833</u>	<u>Erica Miller (x3)</u> <u>WIN Yucaipa</u> <u>WIN Riverside</u> <u>Emiller@wini.com</u> <u>Yucaipa, CA 92399</u> <u>(909) 797-7800</u>

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MISSOURI

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John Roach WIN Wentzville jroach@wini.com Wentzville, MO 63385 (636) 445-0969		

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NEBRASKA

Joseph Mitchell (x2)**	Chad Holcomb	
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WIN Bellevue WIN Council Bluffs joseph.mitchell@wini.com Bellevue, Nebraska 68005 402-319-2250	WIN Fremont Cholcomb@wini.com Fremont, Nebraska 68025 (402) 512-0755	
--	---	--

NEVADA

Andrew Lynam WIN Green Valley alynam@wini.com Henderson, NV 89074 (702) 459-9464	Steve Kiefer WIN Henderson skiefer@wini.com Henderson, NV 89002 (702) 374-5551	Phil Whalen WIN Summerlin pwhalen@wini.com Las Vegas, NV 89128 (702) 645-5481
Alexander McManus WIN North Las Vegas amcmanus@wini.com Las Vegas, NV 56472 (702) 747-4705	Jack Armstrong WIN Aliante jarmstrong@wini.com North Las Vegas, NV 89031 (702) 551-5987	Brian Roskoski WIN Reno Southeast broskoski@wini.com Reno, Nevada 89521 (775) 502-9995

NEW HAMPSHIRE

Scott Loignon WIN Dover-Concord sloignon@wini.com Barrington, NH 03825 (603) 931-3131	Anthony Tirabassi WIN Portsmouth atirabassi@wini.com Dover, NH (603) 516-9799	
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NEW JERSEY

Fred Szwed** WIN Tuckerton fszwed@wini.com Little Egg Harbor Tw, NJ 08087 (609) 215-8266		
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NEW MEXICO

Jeff Brown (x2) WIN Santa Fe WIN Rio Rancho jbrown@wini.com Rio Rancho, NM 87174 (505) 466-7243 (505) 892-5599		
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NEW YORK

Jason Hicks WIN Garden City	Tom Unverzagt (x9) WIN Babylon	Steve Enella WIN Merrick
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jhicks@wini.com Garden City, NY 11530 (516) 510-7771	WIN East End WIN Huntington WIN Rocky Point WIN Smithtown WIN Valley Stream WIN Roslyn WIN Bethpage wininspection@gmail.com Kings Park, NY 11754 (631) 874-0011	senella@wini.com Merrick, NY 11566 (516) 221-2023
Michael Ko** WIN Oakland Gardens mko@wini.com Oakland Gardens, NY 11364 (718) 804-5740	Chuck Bodendorf WIN Patchogue cbodendorf@wini.com Patchogue, NY 11772 (631) 447-0947	Richard Dowd (x2) WIN Clifton Park WIN Saratoga rdowd@wini.com Saratoga Springs, NY 12866 (518) 583-9861

NORTH CAROLINA

Dennis Foltz WIN Currituck dfoltz@wini.com Jarvisburg, NC 27947 (252) 254-5355	Brandon Fessey WIN Lillington bfessey@wini.com Lillington, NC 27546 (910) 226-6085	
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OHIO

Jerry Russell (x2) WIN Anderson Township jrussell@wini.com Cincinnati, OH 45255 (513) 232-7044	Ken Bowen (x2) WIN North Columbus WIN Delaware kbowen@wini.com Columbus, OH 43229 (614) 781-1070	Bill Neighbarger WIN Hilliard bneighbarger@wini.com Hilliard, OH 43026 (614) 380-0310
Joe Bradley WIN Lebanon jbradley@wini.com Oregonia, OH (513) 696-9900	Darren Rose (x3) WIN Royalton WIN Elyria WIN Westlake drose@wini.com Solon, Ohio 44139 (440) 822-8285	Kelly Perrault WIN Troy kperrault@wini.com Tipp City, OH 45371 (937) 667-5045
Tim Paine WIN Sandusky tpaine@wini.com Vermilion, OH 44089 (440) 723-3800		

OKLAHOMA

John Potts	Joshua Alinger	Nathan Kain
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WIN Red River jpotts@wini.com Atoka, OK 74525 (580) 364-7278	WIN Norman jalinge@wini.com Noble, OK 73068 (405) 701-6600	WIN Yukon nkain@wini.com Norman, OK 73072 (405) 960-2229
Roger Schilling WIN Three Rivers rschilling@wini.com Wagoner, OK 74467 (918) 614-9100		

OREGON

Michael & Haley Palmer WIN Bend mpalmer@wini.com Bend, OR 97702 (541) 318-8199	Travis Smith (x2) WIN McMinnville WIN Stayton tsmith@wini.com McMinnville, OR 97128 (503) 755-7871	Don King WIN Medford dking@wini.com Medford, OR 97501 (541) 770-5858
Joseph Faiman WIN Monmouth jfaiman@wini.com Salem, OR 97317 (503) 383-1997	Brian Seney (x2) WIN Salem WIN Kaizer bseney@wini.com Salem, OR 97302 (503) 409-1192	Michael Herrmann mherrmann@wini.com Sublimity, Oregon (503) 749-5373

PENNSYLVANIA

Justin Ruffo (x2) WIN Croydon jruffo@wini.com Croydon, PA 19021 (215) 575-4464	Steven Borkowski** WIN Phoenixville sborkowski@wini.com Conshohocken, PA 19428 (484) 260-1908	Cris and Cindy Murphy (x3) WIN Murrysville WIN Wexford cmurphy@wini.com Export, PA 15632 (724) 325-0020 (724) 831-7483
Steve DiSalvio WIN Southampton sdisalvio@wini.com Holland, PA 18966 (215) 995-2715	Andrei Jablokow (x2) WIN Lansdale ajablokow@wini.com Lansdale, PA 19446 (267) 641-8621	Ara Jones (x2) WIN Cranberry ajones@wini.com Leechburg, PA 15656 (724) 600-4591
Robert Krause WIN Stroudsburg rkrause@wini.com Stroudsburg, PA 18360 (570) 300-4054	Dwayne Scott** WIN Canonsburg dscott@wini.com Washington, PA 15301 724-206-3140	

RHODE ISLAND

Stephen Machado		
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WIN Providence smachado@wini.com Newport, Rhode Island (401) 423-5566		
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SOUTH CAROLINA

Jay League WIN Foothills jleague@wini.com Anderson, SC 29625 (864) 225-9200	Matthew Brophy WIN Hilton Head mbrophy@wini.com Okatie, SC 29909 (845) 849-6134	James Severs (x2) WIN Laurens WIN Greenville jsevers@wini.com Simpsonville, SC 29681 (864) 881-1122
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TENNESSEE

Mike Hankins (x5) WIN Brentwood WIN Franklin WIN Green Hills WIN Murfreesboro Mhankins@wini.com Brentwood, TN 37027 (615) 969-5741	Terry Reist WIN Bumpus Mills treist@wini.com Bumpus Mills, TN 37028 931-627-4843	Doug Gray WIN Chattanooga dgray@wini.com Chattanooga, TN 37422 (423) 702-5053
Michael Jones WIN Clarksville mjones@wini.com Clarksville, TN 37040 (931) 202-8657	Eddie Parker WIN Collierville eparker@wini.com Collierville, TN 38017 (901) 610-2662	Kevin Staggs WIN Columbia-Spring Hill kstaggs@wini.com Columbia, TN 38401 (931) 223-5353
Greg Johns WIN Cookeville gjohns@wini.com Cookeville, TN 38501 (931) 520-0509	Juan Laredo WIN Old Hickory Lake jlaredo@wini.com Hendersonville, TN 37075 (615) 338-5090	Jay Emberton (x2) WIN Johnson City WIN Kingsport-Bristol jemberton@wini.com Johnson City, TN 37604 (423) 767-2946
Tom Andriopoulos WIN Knoxville tandriopoulos@wini.com Knoxville, Tennessee (865) 973-9966		

TEXAS

Mark & Joelene Slocum (x2) WIN Aledo WIN Westover Hills mslocum@wini.com Aledo, TX 76008 (817) 443-3606	Mark McKnight (x2) WIN Amarillo WIN Lubbock mmcknight@wini.com Amarillo, TX 79424 (806) 500-2236	Jonathan Castillo WIN Midlothian jcastillo@wini.com Arlington, TX 76015 (214) 216-0332
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(682) 561-5166		
Joshua Brewer WIN Eagle Mountain jbrewer@wini.com Fort Worth, TX 76179 (817) 415-9914	Mike Vanbecelaere WIN Leander mvanbecelaere@wini.com Leander, TX 78641 (737) 843-0188	James Jaeger WIN Kerrville jjjaeger@wini.com Medina, TX 78055 (803) 612-0350
Caleb Ruthstrom WIN Beaumont cruthstrom@wini.com Orange, TX 77632 (409) 247-5707	Jeremy Perkins WIN Prosper jperkins@wini.com Prosper, Texas 75078 (469) 530-3999	

UTAH

Glenn Wright WIN Brigham City wright@wini.com Brigham City, UT 84302 (435) 515-0086	Mark Ward WIN Layton mward@wini.com Kaysville, UT 84037 801-444-9464	Darin McMullin (x2) WIN South Salt Lake dmcmullin@wini.com Herriman, UT 84096 (801) 304-4597
Jason Chambers WIN Ogden jchambers@wini.com Princeton, TX (801) 917-6566	John Young (x2) WIN Springville WIN Sandy jyoung@wini.com Springville, UT 84663 (801) 477-5862	Desai Madrigal (x2) WIN St George dmadrigal@wini.com Washington, UT 84780 (435) 248-2550
Chad Walker (x2) WIN Rock Springs cwalker@wini.com West Jordan, UT 84088 (307) 212-8488		

VIRGINIA

Robert Ormerod (x2) WIN Gainesville rormerod@wini.com Broad Run, VA 20137 540-935-2121	Ken Lowry WIN Chesapeake klowry@wini.com Chesapeake, Virginia 23322 (757) 447-7714	Jeremy Talbott WIN Colonial Heights jtalbott@wini.com Colonial Heights, VA 23834 (804) 255-9681
Tim Robinson WIN Charlottesville trobinson@wini.com North Garden, Virginia (434) 484-1717		

WASHINGTON

Chris Rettkowski	Erik Christenson	Mike and Pat Knight
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<u>WIN Tacoma</u> <u>crettkowski@wini.com</u> <u>Auburn, WA 98071</u> <u>(253) 720-0390</u>	<u>WIN Bellevue</u> <u>echristenson@wini.com</u> <u>Bellevue, WA 98004</u> <u>(422) 868-1408</u>	<u>WIN Bellevue South</u> <u>mknight@wini.com</u> <u>Bellevue, WA 98004</u> <u>(206) 484-5004</u>
<u>Lucas Farmer</u> <u>WIN South Kitsap</u> <u>lfarmer@wini.com</u> <u>Bremerton, Washington</u> <u>(360) 813-7227</u>	<u>John Blough</u> <u>WIN Issaquah</u> <u>jblough@wini.com</u> <u>Issaquah, WA 98027</u> <u>(425) 895-9526</u>	<u>Brian Fish (x3)</u> <u>WIN Mt. Vernon</u> <u>WIN Whatcom</u> <u>WIN Whidbey and Fidalgo Islands</u> <u>bfish@wini.com</u> <u>Mount Vernon, WA</u> <u>(360) 320-8133</u> <u>(360) 398-8710</u> <u>(360) 321-4303</u>
<u>Allen Lutes</u> <u>WIN South Sound</u> <u>alutes@wini.com</u> <u>Olympia, WA 98501</u> <u>(360) 280-0344</u>	<u>Darryl Beliel</u> <u>WIN Redmond/Kirkland</u> <u>dbieliel@wini.com</u> <u>Redmond, WA 98053</u> <u>(425) 836-9498</u>	<u>Dominic Van Der Jagt (x3)</u> <u>WIN Auburn</u> <u>WIN Kent / Federal Way</u> <u>WIN Renton</u> <u>dvanderjagt@wini.com</u> <u>Renton, WA 98058</u> <u>(253) 939-1144</u>
<u>Mike Olson</u> <u>WIN Montlake</u> <u>molson@wini.com</u> <u>Seattle, WA 98102</u> <u>(425) 890-1348</u>	<u>Jeff Williams (x3)</u> <u>WIN Northeast Seattle</u> <u>WIN Greenlake</u> <u>jwilliams@wini.com</u> <u>Seattle, WA 98125</u> <u>(206) 542-7735</u> <u>(206) 526-1940</u>	<u>John Benz</u> <u>WIN West Seattle</u> <u>jbenz@wini.com</u> <u>Seattle, WA 98136</u> <u>(206) 949-5105</u>
<u>Brandon Bons</u> <u>WIN Spanaway</u> <u>bbons@wini.com</u> <u>Tacoma, WA 98444</u> <u>(808) 333-7200</u>	<u>Pete and Beth Sutch (x2)</u> <u>WIN Lakewood/U.P.</u> <u>WIN Olympia</u> <u>psutch@wini.com</u> <u>Tumwater, WA 98501</u> <u>(360) 709-0221</u>	<u>Jeffrey Coughlin</u> <u>WIN West Vancouver</u> <u>jcoughlin@wini.com</u> <u>Vancouver, WA 98665</u> <u>(360) 326-8070</u>
<u>Adam Briels</u> <u>WIN Woodinville</u> <u>rtwaddle@wini.com</u> <u>Woodinville, WA 98072</u> <u>(425) 497-9629</u>	<u>Steve Wentzel</u> <u>WIN Edmonds</u> <u>swentzel@wini.com</u> <u>Woodway, WA 98020</u> <u>(425) 787-3060</u>	

WISCONSIN

<u>Tim Benskin (x2)**</u> <u>WIN Beloit</u> <u>tbenskin@wini.com</u> <u>Beloit, WI 53511</u> <u>(608) 313-4960</u>	<u>Jerod Blomberg</u> <u>WIN Wausau</u> <u>jblomberg@wini.com</u> <u>Rib Lake, WI 54470</u> <u>(714) 457-6478</u>	
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WYOMING

<u>Patrick Ritchie</u> <u>WIN Cheyenne</u> <u>pritchie@wini.com</u> <u>Greeley, CO 80633</u> <u>(970) 833-5139</u>		
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Notes:

- ** indicates franchisees that have signed a franchise agreement, but have not yet opened their
Franchised Business.
- “(x Number)” indicates the number of territories the franchisee operates, if the franchisee
operates in more than one territory.

LIST OF FORMER FRANCHISEES AS OF DECEMBER 31, 2024

List of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the 12-month period ending December 31, 2024, or who has not communicated with WIN within 10 weeks of the date of this Franchise Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the WIN Home Inspection System.

TRANSFER / SALE OF BUSINESS:

<u>CALIFORNIA</u> <u>Bert Welsh (x2)</u> <u>Fresno, CA 93723</u> <u>(559) 363-4080</u>	<u>CALIFORNIA</u> <u>Bernardo Amparan</u> <u>Hesperia, CA 92345</u> <u>(909) 864-8150</u>
<u>OREGON</u> <u>Michael Herrmann</u> <u>Salem, Oregon 97317</u> <u>(503) 749-5373</u>	<u>NEW YORK</u> <u>Rich Bodendorf</u> <u>Bellmore, NY 11710</u> <u>(516) 661-3479</u>
<u>TENNESSEE</u> <u>Mark Steffan</u> <u>Hendersonville, TN 37075</u> <u>(615) 415-9167</u>	<u>UTAH</u> <u>Neil Morris</u> <u>Sandy, Utah 84092</u> <u>(801) 619-4887</u>

TERMINATED / NOT RENEWED:

<u>ARIZONA</u> <u>Greg McLain</u> <u>Queen Creek, Arizona 85142</u> <u>(480) 757-0660</u>	<u>Arkansas</u> <u>Jeff Ferrell</u> <u>Benton, Arkansas 72019</u> <u>(501) 575-3060</u>
<u>CALIFORNIA</u> <u>Ron Chang</u> <u>San Ramon, CA 94582</u> <u>(510) 910-1103</u>	<u>CALIFORNIA</u> <u>John Gross (x2)</u> <u>Rocklin, California 95765</u> <u>(916) 577-1325</u>
<u>CALIFORNIA</u> <u>Scott Bernasconi</u> <u>Salinas, California 93901</u> <u>(408) 503-6700</u>	<u>COLORADO</u> <u>Jeff Brown</u> <u>Castle Rock, Colorado 80104</u> <u>(720) 630-0962</u>
<u>COLORADO</u> <u>Howard Herm</u> <u>Colorado Springs, CO 80922</u> <u>(719) 413-5200</u>	<u>GEORGIA</u> <u>Troy Toombs</u> <u>Cumming, GA 30040</u> <u>(678) 845-8070</u>
<u>IDAHO</u> <u>Glenn Hall</u> <u>Nampa, ID 83651</u> <u>(208) 565-1600</u>	<u>IDAHO</u> <u>Bill Scott</u> <u>Weiser, Idaho 83672</u> <u>(208) 549-7844</u>
<u>IOWA</u> <u>Steven Marciniak</u> <u>Marion, Iowa 52302</u> <u>(319) 249-0072</u>	<u>MARYLAND</u> <u>Todd Lesnett</u> <u>Smithsburg, Maryland 21783</u> <u>(301) 798-4520</u>
<u>MICHIGAN</u> <u>Michael Stein (x2)</u> <u>Franklin, Michigan 48025</u> <u>(248) 770-7861</u>	<u>MISSOURI</u> <u>Chris Jenks</u> <u>St. Louis, Missouri 63141</u> <u>(314) 624-0100</u>
<u>MISSOURI</u> <u>Tim Redington</u> <u>Kirkwood, Missouri 63122</u> <u>(417) 200-3737</u>	<u>NORTH CAROLINA</u> <u>Steve Dance (x2)</u> <u>Rutherfordton, NC 28139</u> <u>(828) 229-2930</u>
<u>OHIO</u> <u>David Schalm</u> <u>Dayton, Ohio 45419</u> <u>(937) 469-8528</u>	<u>PENNSYLVANIA</u> <u>Matthew Steger</u> <u>Lancaster, PA 17022</u> <u>(717) 361-9467</u>

<u>TENNESSEE</u> <u>Jim Sartori</u> <u>Athens, TN 37303</u> <u>(423) 249-9699</u>	<u>TEXAS</u> <u>Joel Engle</u> <u>Keller, Texas 76244</u> <u>(817) 562-7808</u>
<u>TEXAS</u> <u>Kenneth Earp (x2)</u> <u>Carrollton, Texas 75033</u> <u>(972) 746-5335</u>	<u>VIRGINIA</u> <u>Steven McCullough</u> <u>Lorton, Virginia 22079</u> <u>(703) 952-9855</u>
<u>WASHINGTON</u> <u>David Cardenas</u> <u>Auburn, Washington 98001</u> <u>(360) 883-0299</u>	<u>WISCONSIN</u> <u>Gregory Haugen</u> <u>Baldwin, Wisconsin 54002</u> <u>(715) 941-0700</u>

Notes:

- “(x Number)” indicates the number of territories the franchisee operated, if the franchisee operated more than one territory.

EXHIBIT E
STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677 (Toll Free)
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 205 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	200 West Washington Street, Room 201 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 st Floor 525 West Ottawa Street Lansing, MI 48913
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8222
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 41200 Olympia, WA 98504-1200 360-902-8760
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT F

FORM GENERAL RELEASE

GENERAL RELEASE

This GENERAL RELEASE (the "Agreement") is entered into as of _____, 20____ (the "Effective Date") by and between World Inspection Network International LLC, a Delaware limited liability company ("Franchisor") and _____ ("Franchisee").

A. On or about _____, Franchisor and Franchisee entered into that WIN franchise agreement ("Franchise Agreement") for the right to operate a WIN Business within the following territory: _____.

B. [Describe the reason the parties are entering into this Agreement].

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisor and Franchisee agree as follows:

1. General Release. Franchisee, for itself and for its heirs, executors, administrators and assigns, does hereby release and forever discharge Franchisor and all of its current and former shareholders, directors, officers, employees, and agents, and their successors, heirs, executors, administrators and assigns, along with any affiliates or subsidiaries (collectively, the "WIN Released Parties") of and from any and all known or unknown claims that have been made, could have been made or might hereafter be made, against the WIN Released Parties, or that arise out of, are related to, or are in any manner connected to the Franchise Agreement, as well as from any and all known or unknown claims, demands, causes of action, suits and/or liabilities whatsoever, both at law and in equity, that Franchisee ever had, now have or that it or its heirs, executors, administrators or assigns hereafter can, shall or may have against the WIN Released Parties, or any one of them, jointly or severally, for or by reason of any matter, cause or thing whatsoever, from any time prior to the Effective Date of this Agreement, the intention of this provision being to release completely, absolutely, and finally the WIN Released Parties from all liabilities arising from any matter or thing arising out of, relating to or pertaining to the Franchise Agreement.¹

2. Survival of Rights. All rights and obligations created under this Agreement, including, without limitation, the releases contained in it, will survive the execution of this Agreement, as well as the execution of any other agreements that may be entered into between or among Franchisor or Franchisee.

3. Authority to Execute. Each person executing this Agreement on behalf of any of the parties to it represents and warrants that he or she has the authority to execute this Agreement, and that all necessary action for the execution of this Agreement has been taken. By signing below, each person and entity included as a part of "Franchisee" is signing not only on behalf of himself or herself but also as an authorized representative of any and all entities included within the definition of "Franchisee."

4. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns in interest of the parties to this Agreement. The release herein of

¹ This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

claims against the WIN Released Parties is binding upon the principals, agents, representatives, successors and assigns of Franchisee, and will also inure to the benefit of all other persons, firms, corporations, agents, or principals against whom the claims released in this Agreement might be asserted.

5. Applicable Law, Jurisdiction and Venue. This Agreement, the rights granted and the relationship created hereunder shall be governed, interpreted, and construed in all respects laws of the state of Delaware, without regard to any conflict of laws principles under Delaware law. Franchisee agrees that any legal action arising out of, relating to, or in any way connected with this Agreement shall be brought in the United States District Court for the Northern District of Illinois or in the courts of the state of Illinois located in Cook County. Franchisee hereby irrevocably submits to the jurisdiction of those courts to the exclusion of any others and waives any objections to the jurisdiction or to the venue of those courts.

6. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which, when signed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. This Agreement and all other documents related to this Agreement may be executed with full legal force and effect by manual or electronic signatures. Either party may rely on the receipt of a document executed or delivered electronically, as if an original had been received.

FRANCHISEE:

FRANCHISEE:

(IF YOU ARE A CORPORATION, LIMITED
LIABILITY COMPANY, OR PARTNERSHIP)

(IF YOU ARE AN INDIVIDUAL)

Entity Name

Signature

Signature

Print Name

Print Name: _____

Signature

Title: _____

Print Name

Dated: _____

Dated: _____

ACCEPTED as of the Effective Date first above written.

FRANCHISOR:

WORLD INSPECTION NETWORK INTERNATIONAL LLC

By: _____

Its: _____

[ADDITIONAL PROVISIONS FOR CALIFORNIA FRANCHISEES ONLY]

Waiver of Civil Code Section 1542. This Release is intended by Franchisee to be a full and unconditional general release and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of Franchisee against Franchisor and the other released parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee hereby expressly, knowingly, and intentionally waives any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release, as well as under any other statutes or common law principles of similar effect to Section 1542, whether now or hereinafter existing under the laws of California, or any other applicable federal and state law with jurisdiction over the parties' relationship. Franchisee has been made aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

In making this voluntary express waiver, Franchisee acknowledges that claims or facts in addition to or different from those that are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is the intention of Franchisee to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. You acknowledge and agree that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

Release Not Admission. Franchisee understands and agrees that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any claims made by or against Franchisor.

EXHIBIT G

STATE SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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.

Additional Risk Factors

THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.

Item 1, Additional Disclosure:

California does not require you to obtain a license or permit prior to performing home inspection services in the State of California, and there is no regulatory agency that is applicable in California.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010) voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

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

The franchise agreement requires binding arbitration. The arbitration will occur in Chicago, Illinois with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with 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 franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Exhibit H, Additional Disclosure:

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

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

~~World Inspection Network International LLC's Franchise Disclosure Document is currently registered or exempt, or seeking registration or exemption, in the states of:~~

~~California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.~~

~~The states in which World Inspection Network International LLC's Franchise Disclosure Document is or will be shortly on file:~~

~~California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.~~

~~No state has refused, by order or otherwise, to register the franchise which is the subject of World Inspection Network International LLC's Franchise Disclosure Document.~~

~~No state has revoked or suspended the right to offer the franchise which is the subject of World Inspection Network International LLC's Franchise Disclosure Document.~~

~~World Inspection Network International LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.~~

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, 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, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

Exhibit H, Additional Disclosure:

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.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Exhibit H, Additional Disclosure:

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.

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is 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.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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.

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 60A.113, which puts a cap of \$30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Exhibit H, Additional Disclosure:

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 TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E 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, INVESTOR PROTECTION BUREAU, 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.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or

department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the ten year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): No assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

The following is added to the Summary sections of Items 17(v) and 17(w): The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

Exhibit H, Additional Disclosure

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.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota may be unenforceable under North Dakota law. Any mediation or arbitration will be held at a site agreeable to all parties. If the laws of a state other than North Dakota govern, to the extent that such law conflicts with North Dakota law, North Dakota law will control.

Any general release the franchisee is required to assent to as a condition of renewal is not intended to nor shall it act as a release, estoppel or waiver of any liability franchisor may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement are enforceable only under certain conditions according to North Dakota law. If the Franchise Agreement contains a covenant not to compete that is inconsistent with North Dakota law, the covenant may be unenforceable.

The Franchise Agreement includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. This waiver may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts outside that State of North Dakota. That requirement may not be enforceable under North Dakota law.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. This requirement may not be enforceable under North Dakota law.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. To the extent this requirement conflicts with North Dakota law, North Dakota law will apply.

Exhibit H, Additional Disclosure

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.

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

According 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.

Exhibit H, Additional Disclosure:

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 TO THE FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

~~To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010—19.100.940 applies, the terms of this Addendum apply.~~

~~Item 1, Additional Disclosure:~~

~~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.~~

~~Item 17, Additional Disclosure:~~

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

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

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~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. Franchise agreement provisions, including the areas of termination and renewal of your franchise those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.**

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

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

4. **General Release.** A release or waiver of rights ~~executed by a franchisee may not include rights in~~ the franchise agreement or related agreements ~~purporting to bind the franchisee to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any ~~rule~~ rules or ~~order~~ 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. Transfer Fees.

~~Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~ Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

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

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

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

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

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

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

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Exhibit H, Additional Disclosure:

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

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

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

FRANCHISOR: FRANCHISEE:

World Inspection Network International LLC

By:	By:
Its:	Its:
Date:	Date:

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

EXHIBIT H
STATEMENT OF PROSPECTIVE FRANCHISEE



Statement of Prospective Franchisee

This Statement of Prospective Franchisee should not be signed and shall not apply to residents of California, Maryland, or Washington.

Please review each of the following questions very carefully and provide accurate responses:

1. Have you received and reviewed the World Inspection Network International LLC (“WIN”) Franchise Disclosure Document (“FDD”)?

Yes _____ No _____

2. Did you receive the FDD at least 14 days prior to today and give us a signed receipt from your copy of the FDD indicating the actual date you received the FDD?

Yes _____ No _____

3. Which WIN representative(s) acted as a franchise seller by communicating with you prior to the execution of the franchise agreement?

Praful Mittal: _____

~~William Rosler~~

Patrick Marron: _____

Other (please list): _____

4. Have the WIN representative(s) answered all of your questions regarding the FDD, Franchise Agreement and other exhibits in the FDD?

Yes _____ No _____

If “No”, what parts of the FDD, Franchise Agreement and/or other exhibits in the FDD do you not understand? (Attach additional pages if necessary.)

5. Have you discussed the FDD, Franchise Agreement and/or other exhibits in the FDD with an attorney, accountant, or other professional advisor?

Yes _____ No _____ If “No”, do you wish to have more time to do so? Yes _____ No _____

6. Have any WIN representative(s) made any statement or promise concerning the amount of revenues, profits, or money you may earn other than the financial performance representation made in Item 19 of the FDD you received?

Yes _____ No _____

7. Have any WIN representative(s) made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD you received?

Yes _____ No _____

8. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____ No _____

9. Have you paid any money to us related to this Franchise Agreement and franchise sale before today?

Yes _____ No _____

10. If you have answered "Yes" to any one of questions 6-9, please provide a full explanation of each "Yes" answer in the following blank. (Attach additional pages if necessary.)

11. Did you receive your Franchise Agreement with all the blanks filled in and exhibits completed at least 7 days prior to today?

Yes _____ No _____

12. In what state do you reside? _____

13. In what state do you intend to operate the franchise? _____

The representations under this Statement of Prospective Franchisee are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Statement of Prospective Franchisee, you are representing that you have responded truthfully to the above questions.

PROSPECTIVE FRANCHISEES:

DATED: _____

DATED: _____

SIGNED: _____

SIGNED: _____

NAME (Please Print)

NAME (Please Print)

Address

Address

EXHIBIT I

**STATE EFFECTIVE DATES AND
RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT**

STATE EFFECTIVE DATES

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

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	May 6, 2024 Pending
Hawaii	September 3, 2024 Pending
Illinois	May 28, 2024 Pending
Indiana	May 7, 2024 Pending
Maryland	June 5, 2024 Pending
Michigan	May 7, 2024 Pending
Minnesota	June 26, 2024 Pending
New York	July 22, 2024 Pending
North Dakota	June 24, 2024 Pending
Rhode Island	May 11, 2024 Pending
South Dakota	May 7, 2024 Pending
Virginia	August 7, 2024 Pending
Washington	See Separate FDD Pending
Wisconsin	May 7, 2024 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.

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 World Inspection Network International LLC ("WIN") offers you a franchise, WIN must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

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. Iowa requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration. 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 WIN 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 agency listed in Exhibit E. WIN authorizes the respective state agencies identified on Exhibit E to receive service of process in the particular state.

The Issuance Date of this Disclosure Document is ~~May 6~~April 22, 2024~~2025~~.

The franchisor is World Inspection Network International LLC, located at 444 W Lake Street, Suite 1700, Chicago, Illinois 60606. Its telephone number is 800-967-8127.

WIN's franchise seller involved in offering and selling the franchise is ~~William Rosler~~Patrick Marron or Praful Mittal, at 444 W Lake Street, Suite 1700, Chicago, Illinois 60606, 1-800-967-8127, or is listed below, or will be provided to you separately before you sign a franchise agreement:

I received a disclosure document dated ~~May 6~~April 22, 2024~~2025~~, that included the following Exhibits:

- | | |
|--|---|
| A. Franchise Agreement | F. Form General Release |
| B. Table of Contents of Operations Manual
and Marketing Manual | G. Franchise Disclosure Document State Specific Addenda |
| C. WIN Financial Statements | H. Statement of Prospective Franchisee |
| D. List of Current and Former Franchisees | I. State Effective Dates and Receipts |
| E. State Administrators and Agents for Service of Process | |

Dated: _____, 20____

Signature

(Printed name of recipient)

KEEP THIS COPY OF THE RECEIPT FOR YOUR OWN RECORDS

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 World Inspection Network International LLC ("WIN") offers you a franchise, WIN must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale or sooner if required by applicable state law.

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| D. List of Current and Former Franchisees | |
| E. State Administrators and Agents for Service of Process | |

Dated: _____, 20_____

Signature

(Printed name of recipient)

Please sign and date both copies of this receipt. Keep one copy (the previous page) for your records and return one copy (this page) by email at fam@wini.com or by U.S. Mail addressed to World

Inspection Network International LLC, ATTN: Praful Mittal, 444 W Lake Street, Suite 1700,
Chicago, IL 60606.

4853-7575-7241, v. 7