



FRANCHISE DISCLOSURE DOCUMENT

**GOLIATHTECH INC.
A CANADIAN CORPORATION**

GOLIATHTECH®

477 boulevard Poirier
Magog, Quebec, J1X 7L1, Canada
819-843-4777
Toll Free: 855-743-4777

www.goliathtechpiles.com www.goliathtechcorp.com

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

The total investment necessary to begin operation of a GoliathTech franchised business is from \$100,000 USD to \$244,000 USD. This includes ~~\$62,500~~ \$60,600 TO \$64,500 USD that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for You. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department at 477 boulevard Poirier, Magog, Quebec, J1X7L1, Canada, or info@goliathtechpiles.com franchise@goliathtechcorp.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on -franchising, such as “*A Consumer's Guide to Buying a Franchise*”, which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at: 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov 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 56, ~~2023~~2024

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 CD .
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A 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 GOLIATHTECH 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 GOLIATHTECH franchisee?	Item 20 or Exhibit CD 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 [EF](#).

Your state may also have laws that require special disclosure 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 mediation, arbitration and/or litigation only in Quebec, Canada. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Quebec, Canada than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor its affiliates, or suppliers that the Franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Financial Condition.** The franchisors financial condition, as reflected in financial statements (see Item 21), calls into question the franchisor's ability to remain in business. This means that the franchisor may not have the financial ability to provide services to support you.
4. **Inventory Control.** You must make inventory and supply purchases of at least \$15,000 to \$50,000 even if you do not need that much. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.
5. **Personal Guaranty.** ~~Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.~~

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

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EXHIBITS:

- A - Financial Statements
- B - Franchise Agreement
- C - [State Law Addendum to Franchise Agreement](#)
- CD - List of Current and Former Licensees
- DE - Operations Manuals - Table of Contents
- EF - List of State Administrators and Agents for Service of Process
- FG - State Law Addendum
- GH - Application for Franchise
- HI - Statement of Prospective Franchisee
- IJ - Small Business Administration Franchise Agreement Addendum
- JK - Receipts for Franchise Disclosure Document

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

Definitions.

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

Our Parents, Predecessors and Affiliates.

We have no parent. Our predecessor is Les pieux Goliath, a Quebec, Canada corporation, formed on June 15, 2004. Les pieux Goliath was a manufacturer of helical piles. Our predecessor has not offered franchises in this or in any other line of business. The principal address of Our predecessor is 54 Rue Johnson, Sherbrooke, QC, J1J 1T6. Our affiliate is GoliathTech UK Ltd., a company incorporated and registered in England and Wales on February 15, 2022. The principal address of Our affiliate is 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada. Our affiliate has offered franchises of the type we offer in the United Kingdom and Europe since February 2022. It does not offer franchises in any other line of business.

Our Names.

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

Our Address and Agent for Service.

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

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

Our Business Form.

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

Our Business and Franchises Offered.

Under the franchise We offer, You will operate a business selling and installing helical piles, manufactured by Us. You will provide these services and products operating under the Marks and using the System. You may operate the franchised business as an add-on to Your current business, or You may operate the franchised business as a stand-alone. You may only offer

VP Finance – Sylvie Jubinville

GoliathTech Inc. September 2022 to present (Magog, Quebec, Canada)

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

Franchisee Legal Affairs and Compliance – Lynn Pitzul

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

Marketing Manager – Valerie Boutin

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

Technical Specialist – James Buzzell

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

Item 3. Litigation

No litigation is required to be disclosed in this Item.

Item 4. Bankruptcy

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

Item 5. Initial Fees

Initial Fee.

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

The Initial Franchise Fee is uniform. The initial franchise fee is payable in full, in cash, upon signing the Agreement. The initial franchise fee is non-refundable under any circumstances.

Training Fee.

If you wish to send more than 5 people to Our Initial Training Program, You must pay a training fee of \$500 USD per person per day for each additional attendee. The additional training fee is uniform. The additional training fee is non-refundable under any circumstances.

Starter Equipment Package.

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

Email Address Fee

You must purchase from us a GoliathTechpiles.com email address for each Territory you operate. Exceptions may apply should you own several Territories within one State. The

applicable Fee is approximately \$100 per email address created and will be pro-rated for your first year and is also payable to us in February of each subsequent Year.

Veteran’s Discount.

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

Item 6. Other Fees

Type of fee	Amount	Due Date	Remarks
Royalty Fee¹	\$0.00	n/a	There is no Royalty Fee.
Marketing Fee¹ See Note A	6% of the price of Products You purchase from Us.	Per product purchase invoice	Product purchases include the full price of all products You purchase from us, whether or not You have received or paid for the products cash and or other consideration. Products ordered by <u>modular and</u> manufactured home installers and by Franchisees as part of the MHI Program are not included in Product purchases for purposes of <u>theYour</u> Marketing Fee. Also excluded from Gross Revenues is taxes or fees You are required to collect on behalf of the government. Gross Purchased products are calculated at the time You purchase the goods from us, without regard to when You make or expect to make payment of the products.
Local Marketing	3% of Gross Revenues	Monthly	You must spend 3% of Gross Revenues on local marketing, in addition to the Marketing Fee.
Interest¹	24% per annum from due date	As invoiced	Franchisees must pay interest on late payments in the amount of 2% per month, or the maximum interest rate allowed by applicable law, whichever is less.
Transfer Fee¹	20% of the then-current Initial Fee	Before completing transfer	Payable only if You sell Your franchise or any part of Your business. Fee is \$500 if You transfer to a corporation or other entity with the identical ownership

proprietary to us and may contain our Trade Secrets. You must require any of Your employees to successfully complete any training program(s) if We designate them as mandatory.

Note C. Subscription Services

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

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

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

Item 7. Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Fee (Note A)	\$49,500 - \$49,500	Lump Sum	No sooner than 7 days after We approve application	GoliathTech Inc.
Travel & Living Expenses While Attending Initial Training	\$1,000 - \$5,000	As Incurred	Before, During & After Training	Vendors, Airlines, Hotels, Car Rental Companies, etc.
Real Estate Rental & Deposits (3 months)	\$1,000 - \$5,000	As Incurred	As Arranged	Vendors, Utility Companies

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Equipment & Product Inventory (includes the starter equipment package) (Note B)	\$30,000-\$76,500	As Incurred	As Arranged	Vendors, Leasing Companies or Lender, GoliathTech, Inc.
Vehicle (Note C)	\$0 - \$65,000	As Arranged	As Arranged	Vendor, Leasing Company or Lender
Computer, Software & Subscription Services	\$2,000 - \$7,000	As Arranged	As Arranged	GoliathTech Inc., Vendors, Software, Leasing Companies or Lender
Advertising (3 months) (Note D)	\$500 - \$1,000	As Arranged; See Item 6.	As Arranged; See Item 6.	GoliathTech Inc., Advertising Media Vendors
Professional Fees (Note E)	\$1,000 - \$5,000	As Incurred	As Incurred	Attorney & Accountant
Miscellaneous Opening Costs (Note F)	\$5,000 - \$10,000	As Incurred	As Incurred	Goliath Tech Inc. , Vendors, Suppliers, Utilities, Tradesmen, Deposits etc.
Additional Funds (3 months) (Note G)	\$10,000 - \$20,000	As Incurred	As Incurred	Employees, Vendors, Utilities, Taxing Agencies, etc.
Total	\$100,000 - \$244,000			

Notes Regarding Initial Investment:

Note A. Initial Fee.

Payment of the franchise fee is payable in full, in cash, upon signing the Agreement which will be no sooner than seven days after We approve Your application.

Note B. Equipment.

We are the sole source of supply for the piles, the drills to install the piles and all other products on Our product list. [You are responsible for all customs, brokerage and taxes applicable to the products supplied by us.](#) The cost of equipment could vary widely depending primarily upon Your circumstances. Some new franchisees will have existing businesses and will already have some of the equipment they will need. This may or may not be Your situation. However, even if You have an existing GoliathTech business that is fully equipped, You may need additional or different equipment if You are expanding Your operations or to comply with Our standards. There are factors beyond Our control that could cause You to invest more in equipment. The equipment required to begin Your GoliathTech franchised business will include a trailer, excavator, ladders, and telescoping ceiling supports.

Starter Kit Equipment (required with the initial purchase of a franchise):

- 1x Hydraulic drill
- 1x Hydraulic Drill Mounting Fixture (special unique adaptor designed specifically to fit the model of mini excavator the franchisee is using)
- 4 locking pins
- 8x Drill pins (2 of each size)
- 1x Hydraulic Pressure Gauge
- 1x Hydraulic Hoses for Pressure Gauge
- 1x Pile Top Cutter (to cut pile top off when necessary)
- 1x Drill with Alignment Jig for pile pin and bold hole drilling (if you have to cut off the top of a pile)
- 1x Wrench kit (to turn pile leveling nut)
- 2x Lasers
- 2x Laser Stands
- 1x Electric Band Saw

You must also maintain sufficient levels of inventory to meet the needs of current customers, which may vary based on Your circumstances. We estimate that the cost of your initial inventory will range from \$7,500 to \$40,000. The cost of the Starter Kit of Equipment is included in the amount listed in the Item 7 chart.

If You lease the equipment, that may increase Your monthly fixed expenses. If You borrow money to purchase the equipment, that may increase Your monthly fixed expenses.

Note C. Vehicle.

You are required to use a Pick-up truck or a cube van in good condition, no older than 5 years, which must be black or white in color and which must display Our approved signage. You may already own a vehicle that meets our requirements. The high estimate is for the purchase of a new vehicle. If you lease or finance the vehicle, your expenses will be less.

Note D. Advertising.

This includes any initial advertising expenses for obtaining employees and informing the community of Your business opening.

Note E. Professional Fees.

Because of the variability of attorney's and accountant's fees, this is, at best, an estimate. You should check with Your attorney, accountant, and other professional advisors to determine the actual range of fees before signing the Franchise Agreement. You may need an attorney to assist and advise You in setting up Your business organization and reviewing contract documents, and an accountant to provide tax and other business advice. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors.

Note F. Miscellaneous Opening Costs.

You will incur costs for Our required vehicle signage, office supplies, bank fees, [email addresses](#) and other incidental start-up expenses that are included within the range of \$5,000 - \$10,000 set out in the Item 7 chart above.

Note G. Additional Funds.

We have relied on the over 20 years industry experience of our CEO in determining the amount of additional funds You may require.

Going Concern Value Not Included.

If You purchase an existing operating GoliathTech business from Us or from another franchisee, You should expect to pay, in addition to the estimated initial investment, an amount representing the fair market going concern value of the business. That value might exceed the estimated initial investment. Any purchase of existing business assets and goodwill would be under a separate agreement negotiated between You and the seller.

Financing.

We do not offer financing for any items. Should We establish relationships with sources of possible financing, We would make the information available to You. Financing availability and qualification requirements would probably change and vary widely. If We make financing available to You, We or Our affiliate(s) would expect to make a profit from it. We do not require You to obtain financing from Us.

No Refunds.

We will not refund any of the payments You make to Us. Payments You make to other persons or entities may be refundable depending on Your agreement with those parties.

Item 8. Restrictions on Sources of Products and Services

You must purchase from Us or a supplier We approve, certain equipment, supplies and inventory necessary to start or operate the Licensed Business. We are the sole approved supplier of the screw piles, drills to install the piles, apparel displaying Our logo and Mark, and

with suppliers, including price terms, for the benefit of franchisees. Any rebates obtained by or negotiated by the franchisee may be retained by the franchisee.

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

The Franchisor’s revenues from all required purchases and leases for the year ended January 31, ~~2023~~2024, were \$ ~~12,147,649~~11,776,669, representing ~~8892.7~~8892.7% of Franchisor’s total revenues of \$ ~~13,825,090~~12,702,937. No revenues were derived by Franchisor’s Affiliates based on Franchisees’ required purchases or leases.

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

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

Item 9. Franchisee's Obligations

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

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

Item 10. Financing

We do not offer direct or indirect financing. We do not guarantee Your note, lease or obligation.

GoliathTech franchisees are eligible for expedited and streamlined SBA loan processing through the SBA's Franchise Registry Program, www.franchiseregistry.com.

Item 11. Franchisor's Assistance, Advertising, Computer Systems & Training Pre-Opening Obligations

Except as listed below, GoliathTech Inc. is not required to provide You with any assistance. Before You open Your Licensed Business, We will:

1. License You to use our Marks and System in connection with Your Licensed Business (Franchise Agreement - Article 1);
2. Designate Your Territory (Franchise Agreement - Article 1);
3. Provide You with digital access to Operations Manual ("the Manual") (Franchise Agreement - Article 1);
4. Provide initial training for You and up to 4 employees as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of On the Job Training*	Location
Sales Training	4	0	Magog, Quebec
Product & Installation Training	16	0	Magog, Quebec
Operations, Customer Service	12	0	Magog, Quebec
Hands-on product knowledge	4	0	Magog, Quebec
TOTAL	36	0	

*All times are approximate, and We may adjust them based upon Your experience and rate of learning. Initial training will be approximately ~~32~~36 hours of classroom instruction and approximately 4 hours of hands-on instruction at Our Corporate Headquarters. We will hold training as often as necessary depending on the number of new franchisees. The Manual will be the primary instructional training material. After opening there will be on-going technical support for the Franchisee.

Initially, You may have just one person making the sales and installation. You or a designated Manager must be responsible for business operations and management. All trainees must successfully complete Our initial training program. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations

of Your ability to use the knowledge effectively. The initial training program must be completed within 90 days of the signing of the Franchise Agreement.

Before opening Your Licensed Business, We will provide initial training to You and up to four additional persons, dependent upon how many installers You have, as part of Your Initial Fee. We will decide whether You successfully complete the initial training program based upon knowledge test results and Our observations of Your ability to use the knowledge effectively. You are responsible for all salaries, compensation and travel related expenses of persons receiving training, both initial training and on- going training. For further information regarding expenses related to the initial training, please review again Franchise Agreement - Article 4.

After the first five persons trained We will charge an estimated \$500 per person per day fee for the initial training program. There will be an estimated \$500 per person per day fee for training of additional managers. In all cases, You are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. Please refer to Note below for information regarding training instructors' experience. The Manual will be the primary instructional material.

We will offer additional mandatory training on new products or services that we may develop as part of the franchise system. We do not anticipate charging a fee for those training sessions; however, You will be responsible for all expenses associated with travel, room and board and salaries of those who attend the training.

Note: Experience of training instructors.

Julian Reusing is a certified sales coach with 25 years sales training experience.

James Buzzell is a seasoned technical trainer, with many years of experience in the excavation and construction domain.

Lana Poulin has several years of experience offering sales training and Engineering support to Franchisees.

Obligations after opening, We will:

1. Take any actions We deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);
2. Provide You access to a digital copy the operations manual ("the Manual"), which contains specifications and mandatory and suggested standards and procedures. This manual is confidential and remains Our property. We will modify this manual, but the modifications will not materially alter Your status and rights under the Franchise Agreement. Exhibit DE includes a copy of the Manual's Table of Contents. The Manual currently contains approximately 9392 pages.
3. Manage any Marketing Fees. We will prepare an annual, unaudited statement of Marketing Fund collections and expenses and give You the statement upon written request (Franchise Agreement – Article 2)

4. Manage all aspects of the marketing program using any Marketing Fees collected (Franchise Agreement - Article 2);
5. Provide a periodic training program. Please refer to Franchise Agreement - Article 4 for information regarding the frequency and number of training programs We may require You to participate in.

We provide inventory and certain installation tools and equipment to our franchisees. We do not provide assistance to our franchisees in acquiring nor do we supply fixtures, signs or supplies to our franchisees. We may provide a list of approved suppliers for those items, but we are not required to do so.

We will set maximum prices for the products you may sell (Franchise Agreement Section 7.03) to the extent permitted by applicable law.

We also expect to be in regular contact with You to discuss Your operation of the Licensed Business and to generally be of assistance. We plan to provide additional on-going training for You and Your manager(s) and employees at no additional charge. The Agreement does not obligate Us to provide such services, however. We do not provide assistance with your acquisition of signage, fixtures or supplies. We are the sole approved supplier of the helical piles that you will sell.

Marketing Fund.

We plan to provide a marketing program using any Marketing Fees You pay, combined with those from other franchisees. All Franchisees will pay into the Marketing Fund an amount equal to 6% of the total price of Products purchased from Us, excluding product purchased by [modular and manufactured home installers directly from Us](#). Franchisor and affiliate-owned units will contribute to the marketing fund in the same manner as Franchisees. [We will not pay into the Market Fund on account of direct sale to national and regional accounts, such as modular and manufactured home builders](#). We expect to focus all marketing using Marketing Fees in areas where We have one or more franchisees, although the Agreement does not require Us to benefit You with every marketing program. We may charge Our marketing research, development, and production expenses against the marketing funds. You must conduct marketing through our approved marketing firm or through a Regional Marketing Cooperative and You may use Your own marketing materials, but You must obtain approval from Our approved marketing firm of any such materials in advance.

We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials and endorsements used and their geographic, market and media placement and allocation. The Marketing Fund may pay for preparing and producing local, regional or national advertisements, video, audio and written materials and electronic media; administering regional and multi-regional marketing and advertising programs, (including, without limitation, using in-house or outside advertising, promotion and marketing agencies and other advisors to provide assistance); and supporting public relations, market research and other advertising, promotion and marketing activities. The Marketing Fund periodically will give You samples of advertising, marketing and promotional formats and materials at no cost and will sell You multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

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

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

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

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

During our most recently concluded fiscal year, January 31, ~~2023~~2024, We collected Marketing Fees of \$~~550,197~~556,963 from franchisees. We expended \$~~711,649~~527,137. The funds were spent as follows:

Paid ads (Google, Facebook, LinkedIn, etc)	37.35%
Marketing management software	4.3%
Website Marketing administration	4.09%
Lead generation Marketing agency	2.16%
Marketing agency Social Media (influencer collaborations/visibility/advertisement)	28%
Influencers	3%
Video Production	5.2%
Magazine ads	5.7%

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

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

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

Advertising Cooperative.

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

Local Marketing.

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

Internet/Social Media Activities.

We maintain a website that provides information about the System, the products and services offered by franchisees, and we will have sole discretion and control over it. We also have the sole right to create interior pages on our website(s) that contain information about your

business and other franchised and company owned locations. All Franchisees are given access to post on the interior web pages for their location within the Franchisor's guidelines.

You may not establish a presence on, or market using, the Internet without our prior written consent. If you disagree with the content of your Franchisee's Page, our determinations will control. We retain the sole right to advertise or use the Marks on the Internet. We retain ownership of your Facebook, Facebook groups and communities, Google, Yahoo, Bing, Yelp, and any other online business profile pages. We may require you to provide content for our Internet marketing pages. Should your internet presence become inactive or fail to comply with system standards, Franchisor may assume control of all internet activities for your GoliathTech business. You must comply with our intranet and Internet usage rules, style guide, and requirements. (Franchise Agreement Section 7.15) You must comply with Franchisor's social media Policy ([which is included in the Manual](#)) and guidelines as they may be amended or modified from time to time. Franchisees are not permitted to post pricing on the internet or on social media. Every franchisee designs their own pricing based on their location market conditions or with the guidance of the Franchisor. In some instances, Franchisor may impose pricing depending on certain market conditions and certain customer relations, to the greatest extent permitted by law.

Computer System.

We require You to use certain computer equipment and software. You may not use any computer hardware that does not meet Our current minimum requirements. You are responsible to maintain and repair Your hardware and to update or upgrade Your software. We may recommend or require additional hardware. We currently require You to use the following computer software:

Any software program that includes email capabilities, i.e.
Microsoft Outlook, Mac Entourage or Mail.

As scheduling, report preparation and processing software and accounting programs become more sophisticated, you may need to upgrade or supplement hardware and related items. We anticipate the cost to purchase or lease the computer system that meets our specifications to be \$2,500. You must upgrade your computers, modems and printers and purchase any additional equipment we specify to accommodate the software, or to improve the overall effectiveness and competitiveness of your business. We do not expect these types of upgrades or maintenance to exceed \$1,000 per full location in any 24-month period. There are no contractual limitations on the frequency or the costs you may incur to upgrade or update the computer system. We nor our Affiliate or other third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer hardware or software. We will have independent and unlimited access to the information that will be generated or stored in any electronic cash register or computer system. There are no contractual limitations on Our right to access the information.

Site Selection.

You may operate your Franchised Business from premises that you own or lease. You are not required to locate your business within your Territory. We will not unreasonably withhold our consent to your proposed location, but we will not provide any direct site selection assistance to you and we will not review your lease. We do not provide any assistance to you with the

construction, remodeling, or review of your plans for the construction or remodeling of the proposed site. The factors that we will consider in approving your site include (i) whether the proposed location has sufficient space for your business including adequate storage for tools, equipment and inventory; (ii) whether the proposed site has sufficient capacity for telephone and data lines; and (iii) whether the proposed site is consistent with our System standards as those standards may be modified from time to time.

Time To Open.

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

Item 12. Territory

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

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

We will not solicit or accept orders from customers inside Your Territory except as provided below and with the exception of ~~accounts with~~ national or regional customers such as modular and manufactured home builders ("Modular or Manufactured Home ~~Manufacturers~~Builders"), to which we have the right to solicit and sell products, all without compensation to Franchisees within whose Territory such a customer is located or does business. You may not solicit business from ~~those Manufactured Home Manufacturers~~ our national and regional customers without our express written consent, which we may grant or withhold at our sole discretion.

We have also established a program in which We will directly invoice modular and manufactured home installers ("MHI"s) in Your Territory who will purchase product directly from Us. Franchisee can identify MHIs in its Territory and present the potential MHI to Us for our evaluation as a participant in the program. We refer to this program as the "MHI Program."

Franchisor will provide direct administrative support, invoicing, shipping, engineering, collections, financing and other required support directly to the MHI. Franchisor will ship products directly to the MHI customer. Franchisee will be paid a commission based on Our directly invoiced sales to the MHI in Your Territory for installation that occur inside your physical territory only. The commission that will be paid is equal to the difference in the Franchisee's cost of product on Franchisor's most recent price list and the MHI purchase price as determined by Us. Franchisee may continue to perform modular and manufactured home installations inside the Territory you own but franchisee may not sell product directly to an MHI that is part of Our MHI ~~program~~.

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

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

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

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

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

Minimum Required Yearly Purchases of Franchisor's Manufactured Products

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

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

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

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

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

Item 13. Trademarks

GoliathTech Inc. has obtained Principal Register federal registration ~~of~~ [or filed an application for registration for](#) the following marks“:

	Mark	U.S. Registration No. Number	Serial Number Application Date	Registration/Filing Date	Renewal Date
1	THE PILLARS OF YOUR PROJECTS GOLIATHTECH	5,612,984 5,760,127		November 20, 2018 May 28, 2019	May 28, 2024
2	GOLIATHTECH	5,045,694		September 20, 2016	September 20, 2025
3	GOLIATHTECH			5,760,127	May 28, 2019
4	GOLIATHTECH	7,046,767		May 9, 2023	May 9, 2028
	GOLIATHTECH PRESTIGE		79/389,581	January 12, 2024	
	GOLIATHTECH VENTURA		79/390,518	January 12, 2024	

As noted above, we do not have federal registrations for two of our principal trademarks. Therefore, these principal trademarks do not have many legal benefits and rights as a

federally-registered trademark. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

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

No trademarks have been renewed.

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

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

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

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

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

Item 14. Patents, Copyrights and Proprietary Information

We have filed the following applications with the U.S. Patent and Trademark which are material to the franchise:

Patent / Design	Application No.	Filing Date	Patent Reg. No.	Grant Date	Title	Status
Design	29/471,020	10/28/2013	D735,569	8/4/2015	Pile Head Connector	Issued
Design	29/471,021	10/28/2013	D735,896	8/4/2015	Helix Adaptor For A Pile	Issued

Patent / Design	Application No.	Filing Date	Patent Reg. No.	Grant Date	Title	Status
Design	29/502,013	9/10/2014	D754,880	4/26/2016	Fence Post Adaptor	Issued
Patent	14/423,878	2/25/2015	9,631,335	4/25/2017	Pile, Pile Head And Connector Therefor	Issued
Patent	15/457/381	3/13/2017	10,400,413	9/3/2019	Pile, Pile Head And Connector Therefor	Issued
Patent	15/814,907	11/16/2017	10,487,469	11/26/2019	Mobile Home Support Assembly	Issued
Patent	16/676,612	11/07/2019	10,870,963	12/22/2020	Mobile Home Support Assembly	Issued
Patent	17/090,582	11/05/2020	11,299,863	4/12/2022	Mobile Home Support Assembly	Issued
Patent	16/059,618	08/09/2018	10,982,460	4/20/2021	Support Apparatus For Supporting A Headstone	Issued
Patent Application	63/451,018	3/9/2023	N/A	N/A	Support Assembly For A Building Structure	Pending
Patent Application	63/ 352,818 540.698	6/16/2022 9/27/2023	N/A	N/A	Support Assembly For A Open Platform for Moving a Manufactured Building Structure	Pending
Patent Application	17/064,881	10/17/2020	N/A	N/A	Device and Method for Moving a Building Module Along the Ground	Pending

All Issued Patents have a duration of 20 years from the Issuance Date.

There are no material determinations of the United States Patent and Trademark Office, or a court regarding the patent applications. There are no agreements that limit the use of the patent applications. We know of no infringement that could materially affect the franchise.

	Provision	Section in Franchise Agreement	Summary
			day right of first refusal. The fee to transfer to an entity with identical ownership is \$500.
n.	Franchisor's right of first refusal to acquire Franchisee's business	Article 12 & 17	We may match any offer for Your business.
o.	Franchisor's option to purchase Franchisee's business	Article 17	On termination, We we may purchase any part of Your business at the fair market value of the tangible personal property purchased.
p.	Death or disability of Franchisee	Articles 12 & 13	Your heirs or personal representative must, within 90 days, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the Licensed Business to a third party, subject to Article 13 of the Agreement. If We deny a request to continue to operate the business, the 90 days to sell begins on the date of Our denial. The same applies if You become disabled as defined in Article 13.03 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Article 16	Each of the franchisee, the designated operator of any partner, director, officer, director or shareholder of the franchisee and anyone with any interest of any nature whatsoever, direct or indirect, in the franchisee covenants and agrees hereby will not, directly or indirectly, either for himself or on behalf of or in conjunction with any other person, partnership, association or corporation, own, maintain, engage in, lend money, lend his name, endorse any debt or obligation, assist or assistance, to be used, perform, participate in or have an interest of any nature whatsoever to, or in any business of which all or a portion substantial activity is in operation, the concession and / or franchising a business of manufacturing and installation of helical piles or structural support systems that are similar in design to the helical piles we manufacture and sell to You (subject to state law).
r.	Non-competition	Article 16	During the term and for a period of two (2) years

Item 20. Outlets and Franchisee Information

TABLE NO. 1

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020 <u>2021</u>	432 <u>129</u>	434 <u>108</u>	-4 <u>-21</u>
	2021 <u>2022</u>	434 <u>108</u>	440 <u>101</u>	-24 <u>-7</u>
	2022 <u>2023</u>	440 <u>101</u>	404 <u>96</u>	-6 <u>-5</u>
Company-Owned	2020 <u>2021</u>	0	0	0
	2021 <u>2022</u>	0	0	0
	2022 <u>2023</u>	0	0	0
Total Outlets	2020 <u>2021</u>	432 <u>129</u>	434 <u>108</u>	-4 <u>-21</u>
	2021 <u>2022</u>	434 <u>108</u>	440 <u>101</u>	-24 <u>-7</u>
	2022 <u>2023</u>	440 <u>101</u>	404 <u>96</u>	-6 <u>-5</u>

Notes:

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

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TABLE NO. 2

**Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For years ~~2020~~2021 to ~~2022~~2023**

State	Year	Number of Transfers
Idaho <u>Alaska</u>	2020 <u>2021</u>	0
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0.33</u>
<u>Idaho</u>	2021	0
	2022	1
Kansas	2020 <u>2023</u>	0
<u>New Hampshire</u>	2021	0
	2022	4 <u>0</u>
North Carolina	2020 <u>2023</u>	1
<u>North Carolina</u>	2021	0
	2022	0 <u>1</u>
Wyoming	2020 <u>2023</u>	0
<u>Wyoming</u>	2021	0
	2022	1
Total	2020 <u>2023</u>	4 <u>0</u>
<u>Total</u>	2021	0
	2022	3
	<u>2023</u>	<u>2</u>

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TABLE NO. 3

Status of Franchised Outlets
For years ~~2020~~2021 to ~~2022~~2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
AL	2020 2021	2	0	0	0	0	0	2
	2021 2022	2	0	0	0	0	0	2
	2022 2023	2	0	0	0	0	0	2
AK	2020 2021	1	0	0	0	0	0	1
	2021 2022	1	0	0	0	0	0	1
	2022 2023	1	0	0	0	0	0	1
GA AZ	2020 2021	<u>80</u>	<u>40</u>	0	0	0	0	<u>90</u>
	2021 2022	<u>9</u>	<u>2</u>	<u>3</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2022 2023	<u>50</u>	0	0	0	0	0	<u>50</u>
CT	2020 2023	<u>70</u>	<u>01</u>	0	0	0	0	<u>71</u>
CA	2021	<u>79</u>	<u>02</u>	<u>03</u>	<u>63</u>	0	<u>40</u>	<u>05</u>
	2022	<u>05</u>	<u>40</u>	0	0	0	0	<u>45</u>
DE	2020 2023	<u>25</u>	0	2	0	0	0	<u>03</u>
CT	2021	<u>07</u>	0	0	<u>06</u>	0	<u>01</u>	0
	2022	0	<u>01</u>	0	0	0	0	<u>01</u>
FL	2020 2023	<u>21</u>	0	0	0	0	0	<u>21</u>
FL	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
ID	2020 2023	2	<u>40</u>	0	0	0	0	<u>32</u>
ID	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	<u>1*</u>	2
IL	2020 2023	<u>32</u>	0	0	0	0	0	<u>32</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
<u>IL</u>	2021	3	0	0	0	0	0	3
	2022	3	0	0	2	0	0	1
IN	2020 <u>2023</u>	0 <u>1</u>	0	0	0 <u>1</u>	0	0	0
<u>IN</u>	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
IA	2020 <u>2023</u>	6 <u>1</u>	0 <u>2</u>	0	0	0	0	6 <u>3</u>
<u>IA</u>	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
KS	2020 <u>2023</u>	4 <u>6</u>	0	0	0	0	0	4 <u>6</u>
<u>KS</u>	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
MA	2020 <u>2023</u>	14 <u>0</u>	0	0	0	0	0	14 <u>0</u>
<u>MA</u>	2021	14	0	0	0	0	3	11
	2022	11	2	0	0	0	0	13
ME	2020 <u>2023</u>	1 <u>13</u>	0	0	0	0	0	1 <u>13</u>
<u>ME</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
MI	2020 <u>2023</u>	1	0	0	0	0	0	1
<u>MI</u>	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
MO	2020 <u>2023</u>	3 <u>2</u>	0	0	0	0	0	3 <u>2</u>
<u>MN</u>	2021	3 <u>12</u>	0	0	0	0	0	3 <u>12</u>
	2022	3 <u>0</u>	0 <u>0</u>	0 <u>0</u>	4 <u>1</u>	0 <u>0</u>	0 <u>0</u>	2 <u>2</u>
MN	2020 <u>2022</u>	12	0	0	0	0	0	12
	2021 <u>2023</u>	12	0	0	0	0	0	12
<u>MO</u>	2022 <u>2021</u>	4 <u>23</u>	0	0	0	0	0	4 <u>23</u>
	<u>2022</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>2</u>
MT	2020 <u>2023</u>	0 <u>2</u>	0	0	0 <u>2</u>	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
MT	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
NH	2020 2023	31	40	0	0	0	0	41
NH	2021	4	0	0	1	0	0	3
	2022	3	0	0	2	0	0	1
NJ	2020 2023	71	40	0	0	0	0	44
NJ	2021	11	0	0	0	0	0	11
	2022	11	0	6	0	0	0	5
NM	2020 2023	45	0	0	05	0	0	40
NM	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NY	2020 2023	40	0	0	0	0	0	40
NY	2021	10	1	5	0	0	0	6
	2022	6	2	1	0	0	0	7
NC	2020 2023	57	01	0	0	0	0	58
NC	2021	5	0	1	0	0	1	3
	2022	3	0	0	0	0	0	3
ND	2020 2023	43	0	0	0	0	0	43
ND	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
OH	2020 2023	31	0	40	0	0	0	21
OH	2021	2	0	0	0	0	0	2
	2022	2	0	0	2	0	0	0
OR	2020 2023	40	0	40	0	0	0	0
OR	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
PA	2020 2023	41	40	0	0	0	0	51
PA	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
<u>RI</u>	2020 <u>2023</u>	26 <u>26</u>	0	0	0	0	0	26 <u>26</u>
<u>RI</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
<u>SC</u>	2020 <u>2023</u>	42 <u>40</u>	40 <u>40</u>	40 <u>40</u>	0	0	0	42 <u>40</u>
<u>SC</u>	2021	40 <u>40</u>	0	0	0	0	0	40 <u>40</u>
	2022	40 <u>40</u>	0	0	0	0	0	40 <u>40</u>
<u>SD</u>	2020 <u>2023</u>	20 <u>20</u>	0	0	0	0	0	20 <u>20</u>
<u>SD</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
<u>TN</u>	2020 <u>2023</u>	42 <u>42</u>	0	0	0	0	0	42 <u>42</u>
<u>TN</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
<u>TX</u>	2020 <u>2023</u>	01 <u>01</u>	01 <u>01</u>	0	0	0	0	02 <u>02</u>
<u>TX</u>	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
<u>UT</u>	2020 <u>2023</u>	43 <u>43</u>	0	0	0	0	0	43 <u>43</u>
<u>UT</u>	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
<u>VT</u>	2020 <u>2023</u>	45 <u>45</u>	0	0	0	0	0	45 <u>45</u>
<u>VT</u>	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
<u>WA</u>	2020 <u>2023</u>	54 <u>54</u>	0	30 <u>30</u>	0	0	0	24 <u>24</u>
<u>WA</u>	2021	2	0	0	1	0	0	1
	2022	1	0	0	0	0	0	1
<u>WI</u>	2020 <u>2023</u>	91 <u>91</u>	0	0	0	0	0	91 <u>91</u>
<u>WI</u>	2021	9	0	0	2	0	0	7
	2022	7	0	0	1	0	0	6
<u>WY</u>	2020 <u>2023</u>	46 <u>40</u>	40 <u>40</u>	0	0	0	0	26 <u>26</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
<u>WY</u>	2021	<u>21</u>	0	0	0	0	0	<u>21</u>
	2022	<u>21</u>	0	0	0	0	<u>01</u>	<u>20</u>
TOTAL	2020 <u>2023</u>	1320 <u>1319</u>	400 <u>399</u>	440 <u>439</u>	0	0	0	1340 <u>1339</u>
<u>TOTAL</u>	2021	131 <u>129</u>	6	9	13	0	5	140 <u>108</u>
	2022	140 <u>108</u>	11	8	8	0	<u>42</u>	104 <u>101</u>
	<u>2023</u>	<u>101</u>	<u>5</u>	<u>2</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>96</u>

* We have listed an Idaho unit as having ceased operations to reflect that an Idaho franchisee transferred a unit to a new franchisee and the territory of the transferred unit was integrated into the territory of the new franchisee's unit. We have listed a Wyoming unit as having ceased operations to reflect that one-half of Wyoming was transferred to an existing franchisee in Utah and the other half was transferred to an existing franchisee in Idaho. In both cases the Wyoming territory was added to a franchise agreement for territory in their home state. The end result is that we have two less units.

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TABLE NO. 4

**Status of Company-Owned Outlets
For years ~~2020~~2021 to ~~2022~~2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
<u>N/A</u>	2020 <u>2021</u> <u>1</u>	0	0	0	0	0	0
	2021 <u>2022</u> <u>2</u>	0	0	0	0	0	0
	2022 <u>2023</u> <u>3</u>	0	0	0	0	0	0
<u>Total</u>	2020 <u>2021</u> <u>1</u>	0	0	0	0	0	0
	2021 <u>2022</u> <u>2</u>	0	0	0	0	0	0
	2022 <u>2023</u> <u>3</u>	0	0	0	0	0	0

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TABLE NO. 5

Projected Openings as of December 31, ~~2022~~2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In This Fiscal Year (2023 2024)	Projected New Company- Owned Outlet In This Fiscal Year (2023 2024)
Arizona	0	1	0
California	0	1	0
Florida	0	2 1	0
Georgia	0	1	0
Illinois	0	1	0
<u>Louisiana</u>	<u>0</u>	<u>1</u>	<u>0</u>
Montana	0	0 1	0
New Jersey	0	0 1	0
New York	0	4 0	0
Nevada	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Pennsylvania	0	2 1	0
South Carolina	0	1	0
North Caroline	0	4 0	0
Texas	0	4 9	0
West Virginia	0	1	0
Wisconsin	0	0 1	0
TOTAL	0	16 24	0

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

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

[to do business under the Franchise Agreement or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document is attached as Exhibit D to this Disclosure Document.](#)

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

Item 21. Financial Statements

Exhibit A contains Our Financial Statements consisting of Our audited financial statements as of January 31, ~~2021~~2022, January 31, ~~2022~~2023 and January 31, ~~2023~~2024. Our fiscal year ends on January 31.

Item 22. Contracts

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

Exhibit B – Franchise Agreement with:
Addendum A, Location of Licensed Business
Addendum B, Territory
Addendum C, Assignment of Telephone Number Addendum D, Personal Guaranty
Addendum E. Trade Secrets & Confidentiality Agreement
Addendum F, Mutual Termination and Release Agreement
[Exhibit I – Statement of Prospective Franchisee](#)

Item 23. Receipts

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

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

GoliathTech Inc.
A Canadian Corporation

Financial Statements

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

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

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ADDENDUMS

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

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

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

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

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

Article-1-License and System

1.01 Grant of License.

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

1.02 Location and Territory.

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

Franchise Agreement

~~right to solicit and sell product within Franchisee's Territory or outside the franchisees territory to manufactured home manufacturers ("Manufactured Home Manufacturers"). Franchisee may not solicit or sell product to any Manufactured Home Manufacturer inside or outside its Territory. Franchisee shall not receive compensation based on Franchisor's sale of product to Manufactured Home Manufacturers.~~

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

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

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

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

~~1.02.02~~ 1.02.06 Additional Territory. Subject to Franchisor's prior written approval, if Franchisee is in full compliance with this Agreement and the Manual, Franchisee may be permitted to acquire an additional or adjacent territory that has not been assigned to another franchisee. The price of such territory shall be \$37,125USD excluding the equipment package

infringement asserted by a third party. Franchisor shall have the sole right to control all litigation. Franchisee agrees to fully cooperate with Franchisor in any litigation or other proceedings as may be reasonably required by Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to discontinue the sale of the proprietary helical piles, as a result of litigation or otherwise. In that event, Franchisee agrees to substitute a comparable product, and Franchisor's maximum liability, including for any purported goodwill, shall be to repurchase from Franchisee its inventory of product at Franchisee's actual cost.

Article-2-Initial and Continuing Fees and Advertising

2.01 Initial Fee.

The Initial Fee for the **GoliathTech** Franchise is \$49,500USD. The Initial Fee shall be paid in cash or in immediately available funds when Franchisee signs the Franchise Agreement. The Initial Fee is non-refundable under any conditions. You must also purchase the Starter Equipment Kit from us. The price of the Starter equipment Kit is approximately Eleven Thousand One Hundred to Fifteen Thousand (\$11,100 to \$15,000) US Dollars.

2.02 Marketing Fee.

2.02.01 Franchisee shall pay to Franchisor a per product invoice Marketing Fee in the amount equal to 6% of the Franchisee's Product purchases from Franchisor. Products purchased for use in the modular or manufactured home industry by either a Franchisee, an MHI, or a ~~Manufactured Home Manufacturer~~ MHM are not subject to the 6% Marketing Fee. Franchisor may ~~decide to~~ add a marketing fee, at its own discretion ~~to the, for some or all modular or~~ manufactured home industry products. Franchisor may raise or reduce or discontinue the 6% Marketing Fee, or any other marketing fee, at any time and may, thereafter, reinstate it upon a new thirty-day notice. If Franchisee owns more than one **GoliathTech** franchise Territory, Franchisee may or may not have to report the territories sales as directed by the Franchisor but will have to pay the 6% Marketing Fee for all purchases made for each franchise Territory upon product purchase unless otherwise directed by Franchisor. The Franchisor may also exempt the products purchased for use by other national or regional accounts from all or part of the 6% Marketing Fee.

2.02.02 Franchisor shall maintain all Marketing Fees collected; net of any taxes Franchisor is required to pay on account of having collected the Marketing Fees. Upon Franchisee's written request, Franchisor will provide an unaudited annual accounting as to the aggregate amount of Marketing Fees collected and their use and application by general category, which accounting will be prepared within ninety days following the end of Franchisor's fiscal year. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement. Except as herein specifically provided, Franchisee waives all compliance with the Uniform Trust Accounting Act and related or similar laws to the broadest extent permitted by law.

2.02.03 Franchisor shall use Marketing Fees collected, net of taxes and governmental fees, for advertising, marketing, and promotion for the benefit of Franchisor's System. Selection of marketing, advertising and promotion location, scope, content, copy, timing, and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program. Franchisor will attempt to benefit all of Franchisor's franchisees through the marketing program

Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve.

7.05.03 Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the Licensed Business or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

7.05.04 Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the Premises, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including without limitation, such periodic cleaning, repainting, repairs to impaired equipment and replacement of obsolete signs and equipment as Franchisor may reasonably direct.

7.05.05 Advisory Committees. Franchisee shall participate, at Franchisee's sole expense, in local, regional, and national franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.05.06 Business Verticals. Franchisee shall make its best efforts to market Franchisor's products to all potential channels and business types as Franchisor may direct. Any effort by Franchisee to offer product to any one specific channel or customer type to the exclusion of all others is a material breach of this Agreement.

7.06 Restrictions on Sources of Products and Services.

7.06.01 Specifications. As to all equipment, supplies and inventory necessary to operate the Licensed Business, except as otherwise specified herein, Franchisee must purchase them from Franchisor or from an approved supplier, and must meet Franchisor's specifications, if any. [Franchisee is responsible for all customs, brokerage and taxes applicable to such equipment, supplies and inventory.](#) The current list of Items subject to specifications is included in the Manual. Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications. Franchisor reserves the right to require Franchisee to purchase only from suppliers that Franchisor has approved.

7.06.02 Delivery of Goods. Franchisor agrees to act in good faith and make commercially reasonable efforts to deliver the goods ordered by the franchisee within a commercially reasonable time. Franchisor shall not be held responsible for unavoidable circumstances which could delay delivery in a timely fashion.

7.06.03 Items Bearing Marks and Proprietary Items. Franchisee shall purchase only from Franchisor or a supplier approved by Franchisor all Items used to start or operate the Licensed Business that contain or bear the Marks or that are proprietary to Franchisor. In addition, Franchisee shall purchase from a supplier approved by Franchisor, all signs used to identify the Licensed Business.

7.06.04 Other Suppliers. Franchisor will approve other suppliers of non-proprietary items if Franchisee or the supplier requests the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's GoliathTech®

Franchise Agreement

7.08 Signs.

Franchisee agrees to obtain, install and maintain on the Premises and on certain vehicles used in the Licensed Business, appropriate signs bearing the Marks as specified by Franchisor. Any deviation from the required signage shall be subject to Franchisor's approved marketing firm prior written approval.

7.09 Communications Equipment and Systems.

Franchisee shall purchase and use in the Licensed Business communications equipment or systems and service as required by Franchisor and shall update or replace such equipment, systems and service as required, but Franchisor will not require replacement more than once per year. Except as otherwise required or permitted by this Agreement or by applicable law, Franchisee shall use only the communications systems designated by Franchisor. All communications between Franchisor and Franchisee shall be done via the Franchisee's Goliathtech@Goliathtech.com email address relating to the Licensed Business. Franchisee will obtain a separate Goliathtech@Goliathtech.com email address for each Territory it operates at Franchisee's expense. Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by Franchisor. Furthermore, Franchisor shall have a proprietary interest in all communications made through any communications systems maintained or provided by one or more approved suppliers or business associates of the Franchisor. Franchisee acknowledges that the provisions of this paragraph 7.09 are reasonable and necessary and beneficial to the **GoliathTech** franchise system. Franchisee shall monitor and respond to all communications in a timely manner as specified in the Manual.

7.10 Equipment Maintenance.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for maintaining, repairing, and replacing, when appropriate, all equipment required, recommended, or permitted pursuant to this Agreement.

7.11 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other **GoliathTech** franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.12 No Pirating of Personnel.

During the term of this Agreement and for a period of two (2) years following Termination or Non-renewal of this Agreement for any reason whatsoever, Franchisee shall not: (a) induce, or attempt to induce any employee of Franchisor, an Affiliate or of any other franchisee to leave their current employer; (b) without the prior written approval of Franchisor (which may be conditioned upon the prior written approval of another franchisee and other proper conditions) hire or associate or offer to hire or associate any employee of Franchisor, an Affiliate, or of any GoliathTech®

Franchise Agreement

7.17 *Staffing Requirements.*

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Manual. Each Manager shall, at all times meet or exceed the qualifications set forth in the Manual.

7.18 *Minimum Purchase Requirements.*

Franchisee shall meet its Minimum Purchase Requirement pursuant to paragraph 1.05 herein.

7.19 *Modular and Manufactured Home Installer Program.*

Franchisor has instituted a program wherein it will enter into direct relationships with selected modular and manufactured home installers (each an “MHI”) inside Franchisee’s Territory. Franchisee and or Franchisor may solicit MHIs to join the MHI program within or outside Franchisee’s Territory and present them to Franchisor for participation in the program (the “MHI Program.”) Franchisor shall have sole discretion to determine acceptance of an MHI into the MHI Program. Franchisee shall have the right to continue to service modular and manufactured home communities, modular and manufactured home dealers, modular and manufactured home management companies and individual modular and manufactured homeowners regarding modular and manufactured home pile installation and setting of homes inside Franchisee’s Territory. Upon acceptance of an MHI into the MHI Program, Franchisor will enter into an agreement with the MHI and will sell product directly to the MHI and provide all required services to the MHI. Franchisee shall receive a monthly commission payment based on Franchisor’s direct invoiced and collected product sales to the MHI equal to the difference between Franchisee’s cost of product on franchisee’s most current Franchisee price list and the MHI’s purchase price based on MHI’s most current product purchase price list. No commission will be paid to Franchisee on any sales or installations done by a ~~manufactured home manufacturer~~ MHM inside or outside the Franchisees territory. Franchisor shall have sole control of the MHI product purchase price. Franchisee may not sell product directly to ~~an~~ a MHI or a ~~manufactured home manufacturer~~ MHM but may purchase product for installations of modular and manufactured homes performed directly by Franchisee to modular or manufactured home communities, modular or manufactured home dealers, modular or manufactured home management companies and individual modular or manufactured homeowners inside Franchisee’s Territory. Franchisor has the right to discontinue or modify the MHI Program at its sole discretion.

7.20 *Obligation to Notify Franchisor of Claims.*

You must immediately (“within 24 hours”) notify Us if any legal proceeding(s) (civil or criminal) are initiated against You. Failure to immediately notify Us of such an event, is a material default of this Agreement, and We shall have the right to immediately terminate the Franchise Agreement. All amounts owing to Us at the time of termination of the Franchise Agreement under such circumstances above noted, would become immediately due to Us. This provision shall survive termination of the Franchise Agreement.

7.21 *Communication With Franchisor and Customers.*

Franchisee shall at all times treat Franchisor’s employees and representatives and Franchisee’s customers with utmost respect and refrain from verbal abuse, or use of profanity in all communications, including oral, written or electronic. Franchisee must uphold Franchisor’s GoliathTech®

Franchise Agreement

contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded. No provision of the Franchise Agreement may disclaim or require the Franchisee to waive reliance on the representations made in the Franchise Disclosure Document.

20.13 Modification.

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

20.14 Effective Date.

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

20.15 Time of Essence.

Time is of the essence of this Agreement.

Article-21-Business Risk

[21.01 No Promises](#)

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

[21.02](#) ~~21.01~~ *Receipt for Disclosure Document.*

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

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

Dated: _____ [effective date]

Date signed: _____

GoliathTech
(Franchisor/Assignee)

FRANCHISEE
(Assignor)

By: _____
Julian Reusing,
President and CEO

By: _____
Franchisee

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

Address: _____

Signed in Magog, Québec

Phone: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

STATE LAW ADDENDUM TO FRANCHISE AGREEMENT

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

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

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

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §20000-20043, the Franchise Agreement is amended as follows:

The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement. Section 19, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.). Section 16.1 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law. Section 20.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 20.8, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.

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

3. Section 2.01 of the Franchise Agreement is amended to add the following: You will not pay Your Initial Fee to Us until we have completed all of Our material pre-opening obligations to you and until you are open for business.

4. Section 21.01 of the Franchise Agreement is deleted.

5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

GoliathTech Inc.

By: _____
Signed in Magog, Quebec

Name: _____

Title: _____

FRANCHISEE

[Print Name of Franchise Entity]

By: _____
[Signature of person signing on behalf of entity]

Title of Signatory: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED
FOR ILLINOIS FRANCHISEES**

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

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

2. Illinois governs the Franchise Agreement.

3. Section 41 of the Illinois Franchise Disclosure Act states that, “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

4. Franchisees’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. 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 on a venue outside of Illinois.

6. Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business. The Office of the Illinois Attorney General has imposed this financial assurance requirement due to Franchisor’s current financial condition.

7. 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.

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

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

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Section 21.01 of the Franchise Agreement is deleted.

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

FRANCHISOR:

GoliathTech Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

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

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

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

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

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

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

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES**

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

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective

injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise 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.

7. Receipts – Any sale made must be in compliance with §683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. §680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES

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

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

2. Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.

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

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

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

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

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

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

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

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

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR VIRGINIA FRANCHISEES**

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

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

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.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR WASHINGTON FRANCHISEES

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

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

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

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

4. Section 21.01 of the Franchise Agreement is deleted.

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

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

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

b. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

d. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the status of limitations

period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

f. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annual for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

g. 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.

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

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

8. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

FRANCHISOR:

FRANCHISEE:

GoliathTech Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signed in Magog, Quebec

GoliathTech®

Exhibit C – State Law Addendum to Franchise Agreement (Washington)

23833467v13.099809.00000

EXHIBIT D TO THE DISCLOSURE DOCUMENT

List of Current and Former Franchisees

List of Current Franchisees - Jan 31, ~~2023~~2024

~~There are no Franchisees who have signed a Franchise Agreement but have not opened as of Jan. 1, 2023~~

Alaska

GoliathTech Alaska
Tim Mersdorf, Bobbi Jo Mersdorf
(~~4~~²/₃ Franchise)
950 Bench Court
Homer, AK 99504
(907) 290-7016

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

Alabama

Gulf States Construction & Piles LLC
Robert Brooks
(1 Franchise)
1561 Grove Hill Road Auburn, AL, 35630
(205) 266-6342

Rose Office Systems
Gary Cain
(1 Franchise)
1265 Hwy 87
Calera, AL, 35040
(205) 663-2210

~~California~~Arizona

Build Well Contracting Inc
~~GTWest Techpiles~~ Sami Kivinen
~~Lawrence Reusing~~
(~~2 Franchises~~1 Franchise)
1875 N. Central Ave.
Phoenix, AZ, 85004
~~1651 E. St. Andrews Place~~
~~Santa Ana, CA 92705~~
(~~949~~480) ~~943-0749~~714-8344

California

GoliathTech®
Exhibit ~~CD~~ – List of current and Former Franchisees - ~~CD~~-1
099809.00000-Business-23833467v423833467v13.099809.00000

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

Silicon Valley GT
Damian Cieslicki
(1 Franchise)
1380 Fairway Dr
Los Altos, CA, 94024
(408) 455-2635

Connecticut

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

Florida

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

Gulf States Construction & Piles LLC
Robert Brooks
(1 Franchise)
1561 Grove Hill Road Auburn, AL, 35630
(205) 266-6342

Idaho

GoliathTech Boise
Darien Miskin
(2 Franchises, one of which includes ½ of Wyoming)
Rigby, ID, 83442

(816) 598-5322

Illinois

~~GoliathTech of St. Louis LLC~~
~~Eric Davis~~
~~(1 Franchise)~~
~~54 South Rapp Ave. Columbia, IL 62236~~
~~(618) 410-7816~~

Indiana

Anchor Helical Pile Solutions, LLC
James Laser
(~~1 Franchise~~ [3 Franchises](#))
4000 Clarks Creek Road
Plainfield, IN, 46168
(317) 437-3171

Iowa

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

Maine

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

Massachusetts

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

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

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

Michigan

Woodcraft Design and Build
Keith Hay
(1 Franchise)
2420 Crooked Lake
Howell, MI, 48843
(734) 756-5640

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

Minnesota

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

Missouri

~~GoliathTech of St. Louis LLC~~
~~Eric Davis~~
~~(2 Franchises)~~
~~514 South Rapp Ave. Columbia, IL 62236~~
~~(618) 410-7816~~

Montana

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

New Jersey

~~Sure Footing, Inc.~~
~~Tomas Corbett~~
~~(5 Franchises)~~
~~3121 Fire Rd.~~
~~Egg Harbor Twp., NJ 08234~~
~~(609) 744-5696~~

New Hampshire

~~Business to M2M~~ [GoliathTech New Hampshire](#)
~~Max Murray~~ [Jonathan Ramos](#)
(1 Franchise)
~~88B North St.~~
[91 Lawrence Rd.](#)
~~Bristol~~ [Salem, VT](#) ~~NH, 05443, US 03079~~
~~(802) 603~~ [992-8959](#) [913-4397](#)

New Mexico

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

New York

MPG Properties LLC

GoliathTech®

Exhibit ~~CD~~ – List of current and Former Franchisees - ~~CD~~-3
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Michael Gish
(3 Franchises)
490 Center Road West Seneca, NY 14224
(716) 432-8455

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

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

GoliathTech Syracuse
Christopher Fox, ~~Laura Fox~~
~~(1 Franchise)~~ [2 Franchises](#)
4573 Waterhouse Rd.
Clay, NY, 13041
(315) 530-8594

North Carolina

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

North Dakota

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

Oregon

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

Pennsylvania

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

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

Rhode Island

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

South Carolina

~~GoliathTech of the Southern Piedmont~~
~~Alan Parker~~
~~(1 Franchises)~~
~~8677 Bethel Church Road~~
~~Concord, NC, 28025~~
~~(704) 579-6633~~

South Dakota

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

Tennessee

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

GoliathTech Nashville

William Barron
(1 Franchise)

GoliathTech®

Exhibit ~~CD~~ – List of current and Former Franchisees - ~~CD~~-4
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1005 Scramblers Knob
Franklin, TN, 37069
(240) 285-0431

Texas

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

Utah

GoliathTech Utah
Ryan Mock
(5 Franchises, one of which includes ½ of
Wyoming)
3400 N 1000 W,
Pleasant View, UT, 84414
801-839-5283

Vermont

Business to M2M
Max Murray
(4 Franchises)
88B North St,
Bristol, VT, 05443, US
(802) 992-8959

Washington

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

Wisconsin

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

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

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

Wyoming

~~GoliathTech Utah
Ryan Mock
(1 Franchise)
3400 N 1000 W,
Pleasant View, UT, 84414
801-839-5283~~

~~GoliathTech Boise
Darren Miskin
(1 Franchise)
Rigby, ID, 83442
(816) 598-5322
389 Concord Road
Billerica, MA 01821
(781) 710-2042~~

~~New Jersey
Jon Colbasiuc
(6 Franchises)
Terminated
3 Westbrook Ave
Hillsborough, NJ, 08844
(732) 853-2115~~

~~New York
Excellent Exterior and Deck Company, Inc.
Joseph Vitale/Jeff Miller
(1 Franchise)
Non-Renewal
481 Miller Road
Clifton Park, NY 12065
(518) 466-4011~~

~~Ohio
GoliathTech Port Clinton
Anthony Sinacola
(2 Franchises)
Non-Renewal
3915 N. State Route 2
Oak Harbor, OH, 43449~~

~~Wisconsin
Badgerland Pile Co. LLC
Thomas Hattori
(1 Franchise)
Non-Renewal
1686 Journeys Dr.
Hartland, WI 53029~~

List of Former Franchisees Jan 31, ~~2023~~2024

~~Illinois~~ California

~~Badgerland Pile Co. LLC
Thomas Hattori~~ GTWest Techpiles
(~~1 Franchise~~ Termination)
Lawrence Reusing
(2 Franchises)
1651 E. St. Andrews Place
Santa Ana, CA 92705
(949) 943-0749
1686 Journeys Dr.

Illinois

~~Hartland, WI 53029~~
GoliathTech of St. Louis LLC
(Non Renewal)
~~GoliathTech St Louis LLC~~
Eric Davis
(1 Franchise)
54 South Rapp Ave. Columbia, IL 62236
(618) 410-7816

Kansas ~~Missouri~~

GoliathTech ~~Kansas City~~
~~Mike P. Davis~~
(~~1 Franchise~~)
~~10340 Cherokee Lane~~
~~Leawood, KS, 66206~~
(~~816~~) ~~332-1300~~
Missouri
GoliathTech of St. Louis LLC
(Non Renewal)
Eric Davis
(~~1 Franchise~~ 2 Franchises)
54514 South Rapp Ave. Columbia, IL 62236
(618) 410-7816

~~New Hampshire~~

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

New Jersey

GoliathTech NJ INC
Ion Colbasius
(~~6 Franchises~~)
~~3 Westbrook Ave~~
~~Hillsborough, NJ, 08844~~
(~~732~~) ~~853-2115~~
New York
~~Excellent Exterior and Deck Company~~ Sure
Footing, Inc.
~~Joseph Vitale/Jeff Miller~~
(~~1 Franchise~~ Non Renewal)
~~481 Miller Road~~
~~Clifton Park, NY 12065~~
(~~518~~) ~~466-4011~~
Tomas Corbett
Ohio
~~GoliathTech Port Clinton~~
~~Anthony Sinacola~~
(~~25~~ Franchises)
~~3915 N. State Route 2~~
~~Oak Harbor, OH, 43449~~
3121 Fire Rd.
Wisconsin
Egg Harbor Twp., NJ 08234
~~Badgerland Pile Co. LLC~~
~~Thomas Hattori~~
(~~1 Franchise~~ 609) 744-5696
~~1686 Journeys Dr.~~
~~Hartland, WI 53029~~

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<u>WEEK THREE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>WEEK FOUR</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>WEEK FIVE</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>WEEK SIX</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>WEEK SEVEN</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
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<u>OFFICE ADMINISTRATION MAJOR ACTIVITIES LISTING</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
<u>ADMINISTRATIVE MANAGEMENT CHECKLIST</u>	<u>ERROR! BOOKMARK NOT DEFINED.</u>
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APPENDIX 93

EXHIBIT EF TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559	Commissioner of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (415) 972-8559
HAWAII	Commissioner of Securities of The State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Business Registration Division Dept. of Commerce and Consumer Affairs Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Franchise Division Attorney General State of Illinois 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Securities Commissioner Indiana Securities Division Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Securities Commissioner Indiana Secretary of State Securities Division Room E-111 201 State House- 200302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
	Baltimore, Maryland 21202 (410) 576-6360	
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, Michigan 48913 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau 670 Law Building Lansing, Michigan 48913
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500 539-1600	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, New York 10005 (212) 416-8222 Phone (212) 416-6042 Fax	New York Secretary of State NYS Department of Law 99 Washington Avenue Investor Protection Bureau 28 Liberty Street, 21st Floor Albany New York, New York 12231- 10005 (212) 416-8222 Phone (212) 416-6042 Fax
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard, Fifth Floor Bismarck, North Dakota 58505
RHODE ISLAND	Division of Securities John O. Pastore Complex, Bldg. 69-1 Cranston, Rhode Island 02920 (401) 426-9500	Director of the Rhode Island Department of Business Regulation 1511 Pontiac Avenue Cranston, Rhode Island 02920
SOUTH	Division of Insurance	Division of Insurance

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
DAKOTA	Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
VIRGINIA	State Corporation Commission, Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street 1 st Floor Richmond, Virginia 23219
WASHINGTON	Department of Financial Institutions Securities Division <u>150 Israel Road S.W.</u> <u>Tumwater, WA 98501</u> P.O. Box 9033 Olympia, Washington 98501-9033 (360) 902-8760	Department of Financial Institutions <u>Securities Division</u> 150 Israel Rd. SW <u>Road S.W.</u> Tumwater, WA 98501 <u>(360) 902-8760</u>
WISCONSIN	<u>Securities and Franchise Registration</u> Commissioner of Wisconsin Securities <u>Commission</u> 411345 West Wilson <u>Washington</u> <u>Street, 4th Floor</u> P.O. Box 1768 Madison, Wisconsin 53704 <u>WI 53703</u> (608) 266-1365 <u>261-9555</u>	<u>Securities and Franchise</u> <u>Registration</u> Commissioner of Wisconsin <u>Securities Commission</u> 411345 West Wilson <u>Washington</u> <u>Street, 4th Floor</u> P.O. Box 1768 Madison, Wisconsin 53704 <u>WI</u> <u>53703</u> <u>(608) 261-9555</u>

EXHIBIT **FG** TO THE DISCLOSURE DOCUMENT STATE LAW ADDENDUM

Addendum for State-Specific Requirements General

These states have statutes which may supersede the franchise agreement in Your relationship with Us including the areas of termination and renewal of Your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Chap. 25, Section 2552], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Tit. XX, Chap. 523H], KENTUCKY [Rev. Stat. Tit. XL, Chap. 436], LOUISIANA [Rev. Stat. Tit. 23, Section 921(E)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Chapter 37-5B], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5B], VIRGINIA [Code 13.1- 557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03], DISTRICT OF COLUMBIA [Code, Tit. 29, Chap. 12], PUERTO RICO [Laws Tit. 10, Chap. 14], and VIRGIN ISLANDS [Code, Tit. 12A, Chap. 2, Subchap. III]. These and other states may have court decisions that may supersede the franchise agreement in Your relationship with Us including the areas of termination and renewal of Your franchise.

Some states have statutes that limit Our ability to restrict Your activity after the Franchise Agreement has ended. Other states have court decisions limiting Our ability to restrict Your activity after the franchise agreement has ended.

A provision in the Franchise Agreement that terminates the Franchise upon Your bankruptcy may not be enforceable under Title 11, United States Code.

California Addendum (Applies only to California franchisees)

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 AT LEAST 14 DAYS PRIOR TO THE EXECUTION OF THE AGREEMENT.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

- (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
- (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
- (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

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

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

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

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

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

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

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

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

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

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

[No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of \(i\)](#)

waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

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

If Your Licensed Business will be in Hawaii, You will not pay Your Initial Fee to Us until Your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have Your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on Your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

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

Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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.

Indiana Addendum
(Applies only to Indiana franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

Maryland Addendum
(Applies only to Maryland franchisees)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

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

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

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

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

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

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MARYLAND FRANCHISEES

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

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

2. ~~The following sentence is added to the end of Section 1:~~

~~Representations in the Franchise Agreement are not intended to, nor shall they act as a release, estoppels, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

3. ~~The following sentence is added to the end of Sections 2.2.6 and 13.3.9:~~

~~The general release required as a condition of renewal, sale or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.~~

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

5. ~~The following sentence is added to the end of Section 16.7:~~

~~Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.~~

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

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

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

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

~~10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

FRANCHISOR:	FRANCHISEE:
Goliath Tech Inc.	_____
By: _____	By: _____
Printed Name: Julian Reusing	Printed Name: _____
Title: President and CEO	Title: _____
Date: _____	Date: _____

~~_____ Signed in Magog, Quebec~~

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

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Your rights as provided for in Minnesota Statutes, Chapter 80C, or Your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the franchise agreement.

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

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

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

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

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

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT **BF 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 **HASVERIFIEDHAS VERIFIED** THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TOPREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS**

WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, anti-fraud or securities law, fraud; embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices; or comparable allegations.

D. No such party is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

[3. The following is added to the end of the "Summary" sections of Item 17\(c\), titled "Requirements for franchisee to renew or extend," and Item 17\(m\), entitled "Conditions for franchisor approval of transfer":](#)

[However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687\(4\) and 687\(5\) be satisfied.](#)

~~**3. The following is added to the end of Item 4:**~~

~~Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as a 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 1 year after that officer or general partner of the franchisor held this position in the company or partnership.~~

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by Franchisee”**:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the general Business Law of the State of New York.

6. Franchise 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.

7. Receipts – Any sale made must be in compliance with §683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. §680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

North Dakota Addendum (Applies only to North Dakota franchisees)

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect Your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

The initial franchise fee shall not be due and payable until the franchisor has completed its pre-opening obligations to the franchisee and the franchisee is open for business.

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

The following statement is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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

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

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

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

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

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

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.

initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

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

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

b. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

d. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the status of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

f. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annual for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

g. 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.

~~The undersigned does hereby acknowledge receipt of this addendum. Dated this _____ day of _____, 20__.~~

h. 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.

GoliathTech Inc. Franchisor	_____	Franchisee
By: _____		By: _____
Its: _____		Its: _____

~~Signed in Magog, Quebec~~

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

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

1. ~~The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of California; (b) Franchisee is a resident of the State of California; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of California.~~
2. ~~In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §20000-20043, the Franchise Agreement is amended as follows:~~

~~The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement. Section 19, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.). Section 16.1 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law. Section 20.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 20.8, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.~~

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

3. ~~Section 2.01 of the Franchise Agreement is amended to add the following: You will not pay Your Initial Fee to Us until we have completed all of Our material pre-opening obligations to you and until you are open for business.~~
4. ~~To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.~~

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

~~GoliathTech Inc.~~

By: _____

Signed in Magog, Quebec

Name: _____

Title: _____

~~FRANCHISEE~~

[Print Name of Franchise Entity]

By: _____

[Signature of person signing on behalf of entity]

Title of Signatory: _____

**ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED
FOR ILLINOIS FRANCHISEES**

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

1. ~~The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the GoliathTech Franchised Business will be located or operated in the State of Illinois.~~
2. ~~Illinois governs the Franchise Agreement.~~
3. ~~Section 41 of the Illinois Franchise Disclosure Act states that, “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.~~
4. ~~Franchisees’ right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.~~
5. ~~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 on a venue outside of Illinois.~~
6. ~~Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business. The Office of the Illinois Attorney General has imposed this financial assurance requirement due to Franchisor’s current financial condition.~~
7. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~
8. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

FRANCHISOR: GoliathTech Inc.	FRANCHISEE: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signed _____ in _____ Magog, _____ Quebec

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

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

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

2. Section 2.01 of the Franchise Agreement is amended to add the following:

The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.

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

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

FRANCHISOR: GoliathTech Inc.	FRANCHISEE: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Signed in Magog, Quebec	

**~~ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES~~**

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

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

2. ~~Section 2.01 of the Franchise Agreement is amended to add the following:~~

~~The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.~~

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

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

FRANCHISOR: GoliathTech Inc.	FRANCHISEE: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____ Signed in Magog, Quebec	Date: _____

**~~ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES~~**

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

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

2. ~~Section 2.01 of the Franchise Agreement is amended to add the following:~~

~~The payment of the Initial Fee is deferred until such time as the Franchisor has satisfied all of its pre-opening obligations to Franchisee, and Franchisee has commenced doing business.~~

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

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

**~~FRANCHISOR:
GOLIATHTECH INC.~~**

~~FRANCHISEE:~~

~~By: _____~~

~~By: _____~~

~~Printed Name: _____~~

~~Printed Name: _____~~

~~Title: _____~~

~~Title: _____~~

~~Date: _____~~

~~Signed in Magog, Quebec~~

~~Date: _____~~

~~**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES**~~

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

- ~~1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Washington; (b) Franchisee is a resident of the State of Washington; and/or (c) the GoliathTech Inc. Franchised Business will be located or operated in the State of Washington.~~
- ~~2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~
- ~~3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~
- ~~4. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.~~

~~The undersigned does hereby acknowledge receipt of this addendum. Dated this _____ day of _____, 20__.~~

~~**GoliathTech Inc.**
Franchisor~~

~~Franchisee~~

~~By: _____
Its: _____~~

~~By: _____
Its: _____~~

~~Signed in Magog, Quebec~~

**EXHIBIT  TO THE DISCLOSURE DOCUMENT
APPLICATION FOR FRANCHISE**

APPLICATION FOR A GOLIATHTECH® FRANCHISE

Date: _____

I/We _____
of _____
hereby submit an application to GoliathTech Inc., 477 boulevard Poirier, Magog, Quebec, J1X 7L1, Canada for a GoliathTech Franchise:

Our GoliathTech Franchise is to be located in: _____, (the "City"),
in the state of _____.

This application, once submitted, is subject to the following terms and conditions:

1. Initial Fee for this franchise is \$49,500USD payable in cash/check to GoliathTech Inc. no sooner than seven (7) calendar days after receipt of a completed GoliathTech Franchise Agreement and appropriate addendums.
2. I/we acknowledge that I/we have, at least fourteen calendar days, prior to the signing of this Application Agreement, received GoliathTech Inc.'s current form of Franchise Disclosure Document applicable to the State. I/we understand that a completed form of the Franchise Agreement will be provided at least seven business days prior to signing the Franchise Agreement, and that all other terms are to be in accordance with it.
3. I/we have submitted a completed Confidential Qualification Report, including a completed Individual Financial Statement on GoliathTech Inc.'s form and I/we hereby authorize GoliathTech Inc. to conduct an investigation of my/our background(s) to verify the information submitted.
4. I/we acknowledge and understand that submission of this application does not bind or obligate GoliathTech Inc., Inc. to issue a GoliathTech Franchise to me/us.

By: _____
(Signature)

By: _____
(Signature)

Applicant (Print Name)

Applicant (Print Name)

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

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

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

Acknowledgements and Representations.

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

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

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

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

6. Did any employee or other person speaking on behalf of GoliathTech Inc. make any statement or promise regarding the costs involved in operating a franchise that is contrary to, or different from, the information contained in the Disclosure Document?

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

7. Except as may be stated in Item 19 of the Disclosure Document, did any employee or other person speaking on behalf of GoliathTech Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any GoliathTech location or business or the likelihood of success at your franchised business?

Check one: Yes No. If yes, please state in detail the oral, written or visual claim or representation.

8. Do you understand that the franchise granted is for the right to develop an GoliathTech franchised business in a certain Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside your Territory [and in certain circumstances as described in Item 12 of the FFD inside your Territory?](#)

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

9. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning your GoliathTech franchise rights, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding?

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

10. Do you understand that the success or failure of your GoliathTech business will depend in large part upon your skills and experience, your business acumen, your location, the local market for your products and services, the economy, the number of employees you hire, competition and other economic and business factors?

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

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS STATEMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST SIGN BELOW.

Date: _____

Date: _____

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

APPROVED ON BEHALF OF
GOLIATHTECH INC.

Signed by: _____

Signed in Magog, Quebec

Title: _____

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

EXHIBIT J TO THE DISCLOSURE DOCUMENT

Small Business Administration Franchise Agreement Addendum

**ADDENDUM RELATING TO
GOLIATHTECH INC.
FRANCHISE AGREEMENT**

THIS ADDENDUM (Addendum) is made and entered into on _____, 20____, by **GOLIATHTECH INC.**, located at 477 Blvd. Poirier, Magog, Quebec, J1X7L1, Canada (Franchisor), and _____, located at _____ (Franchisee).

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____, 20____, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit # _____ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

- Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, under the Franchisor's Option to Purchase Certain Assets, if the parties are unable to agree as to a purchase price and terms, the fair market value of such business personal property shall be determined by three Appraisers chosen in the following manner. Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties.
- Notwithstanding anything to the contrary in the Franchise Agreement or other ancillary document, Franchisor's (or any Third Party Assignee of the Franchisor) right to elect its Right of First Refusal to exercise said option when the franchisee decides to sell partial interest(s) in the business is amended. The Franchisor (nor any Third Party Assignee of the Franchisor) will not exercise the option for any partial sale of the franchisee's business. The Franchisor (Third Party Assignee of the Franchisor) may not become a partial owner of any SBA financed franchises.
- Notwithstanding anything to the contrary in the Franchise Agreement the Franchisor will not unreasonably withhold, delay or condition its consent to any

STATE EFFECTIVE DATES

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

This franchise disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California:	Pending
Hawaii:	May 17, 2023 Pending
Illinois:	May 11, 2023 Pending
Indiana:	May 10, 2023 Pending
Maryland:	Pending Decembre 22, 2023
Michigan:	May 11, 2023 Pending
Minnesota:	June 30, 2023 Pending
New York:	Pending
North Dakota:	June 22, 2023 Pending
Rhode Island:	May 14, 2023 Pending
South Dakota:	May 11, 2023 Pending
Virginia:	Pending
Washington:	Pending
Wisconsin:	May 10, 2023 Pending

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

EXHIBIT ~~JK~~ TO THE DISCLOSURE DOCUMENT

RECEIPT

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

If GoliathTech Inc. offers You a franchise, it must provide this disclosure document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

[Michigan requires that We give You this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If GoliathTech Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington DC 20580 and the state agencies listed in Exhibit ~~EF~~.

The Issuance Date of this Franchise Disclosure Document is May ~~56~~, ~~2023~~2024.

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

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

I have received a Franchise Disclosure Document dated May ~~56~~, ~~2023~~2024. This disclosure document included the following Exhibits:

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

DATED: _____

By: _____

Print Name: _____

RECEIPT

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

If GoliathTech Inc. offers You a franchise, it must provide this disclosure document to You 14 calendar-days before You sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

[Michigan requires that We give You this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If GoliathTech Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit ~~EF~~.

The Issuance Date of this Franchise Disclosure Document is May ~~56, 2023~~2024.

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

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

I have received a Franchise Disclosure Document dated May ~~56, 2023~~2024. This disclosure document included the following Exhibits:

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

DATED: _____

By: _____