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Exhibits

- A. Franchise Agreement and Attachments
- B. List of Franchisees and Former Franchisees
- C. Financial Statements
- D. List of State Administrators and Agents for Service of Process

Firewall hardware/software	\$100	\$1,000	High speed broadband router
ISP connectivity	\$300	\$900	Internet Service – 3 months
Business Software	\$200	\$400	Software licensing. QuickBooks online, Microsoft Office.
Smartphone (Android or iPhone)	\$0	\$1,500	\$0 if you already have a smartphone that you will use for the business.
System set-up and configuration	\$250	\$500	
Software Support and Maintenance	\$375	\$1,125	Monthly Software License – 3 months (1-3 licenses)
Annual License Fee	<u>\$200</u>	<u>\$300</u>	Annual License Fee
Total	<u>\$1,425</u>	<u>\$10,025</u>	

(10) Proprietary Software License is the initial cost to acquire to our proprietary software which is \$5,000 per franchise agreement signed. This software is a customer/craftsman database and scheduling system with reporting modules.

(11) Additional Funds is an estimate of certain funds needed to cover your business (not personal) expenses during the first three months of operation of the Franchised Business. You will need capital to support on-going costs of your business, such as payroll, utilities, taxes, loan payments and other expenses, to the extent that revenues do not cover business costs. You may need additional funds during the first three months of initial operation or afterwards. The three-month period from beginning business covers the time by which most Handyman Connection® franchisees are fully in operation but does not necessarily mean that you will have reached "break-even," "positive cash flow," or any other financial position by that time. In addition, the estimates presented relate only to costs associated with the Franchised Business, reflect minimal employee wages, and do not cover any personal "living" expenses, unrelated business or other expenses you may have such as royalty payments, Brand Development Fund Contributions, Technology Fee payments, debt service on any loans, state sales and/or use taxes on goods and services, and a variety of other amounts not described above. Miscellaneous costs to begin operations and other financial requirements may be more or less than the figures specified above, as a function of the size of business (number of staff, anticipated volume of business, etc.) and the area in which you intend to operate and other factors, as mentioned above. Many of these factors are primarily under your control in your independent operation of the business. We have made no provision for capital or other reserve funds necessary for you to reach "break-even" or any other financial position nor do any of these estimates include any finance charges, interest or debt service obligations. You should not assume that revenues from your customers will necessarily cover your initial (or other) expenses. ~~You should~~ We recommend that you review these figures carefully with a business advisor (such as an accountant) ~~before making any decision to purchase the franchise. Since costs can vary with each franchisee, we strongly recommend that you (1) obtain, before you buy a franchise or make any commitments, independent estimates from third-party vendors and your accountant of the costs that would be needed to establish and operate a Handyman Connection® Franchised Business, (2) and~~ discuss with current Handyman Connection® franchisees their economic experiences (including initial costs) in opening and operating a Handyman Connection® Franchise ~~and (3) carefully evaluate the adequacy of your total financial reserves.~~

Agreement Section 5). All matters related to the site selection, development, etc. are your sole responsibility.

Marketing

As stated above, we have created a Brand Development Fund (“BDF”) to develop, produce, and distribute national, regional and/or local advertising, to create advertising materials and engage in public relations activities that promote the services offered by System franchisees, and to otherwise build the Handyman Connection® brand as we determine. Contributions to the BDF may be used to pay for any of the BDF’s direct program cost and/or overhead expenses related to the administration of the BDF, including reasonable salaries, accounting and administrative costs incurred by us. Contributions may also be used and disbursed by us for national, regional, and/or local advertising, brand development, public relations or public relations firms, for tests and pilot programs, customer support administration, technology research and development related to the brand, consumers or craftsperson, promotional events and materials, market research costs, creative and production costs, as well as to pay us for any advertising and/or promotional materials produced by us related to marketing, advertising, brand development, data analysis, research, or anything related to the consumer or craftsman. We may also use the BDF to satisfy any and all costs of maintaining, administering, directing, preparing, producing, placing and distributing advertising, marketing, or brand development including both consumer and craftsperson related advertising, videography, obtaining customer and craftsperson satisfaction information including the design and execution of net promoter scores, texting platforms, as well as to cover the costs of a national call center, and mystery shopping. We will select the types of media used and the location of the advertising and any public relations campaigns administered through the BDF. We may use print, radio, television, telephone, telephone directories, Internet, mobile and direct mail and any other form of advertising medium that is appropriate for the use intended. The media coverage may be national, regional or local in scope. We coordinate the advertising through in-house specialists and outside agencies. (Franchise Agreement, Section 13.1).

We have no intention to use the BDF for franchise development or for items primarily related to franchise marketing; general corporate research unrelated to marketing activities that we are authorized to perform under the Franchise Agreement; or franchise support and field services performed by us. However, the Handyman Connection Advisory Council (HCAC) has agreed to permit marketing personnel whose salary is covered by the BDF to provide training and support to our franchise development team, and in exchange, we make a financial contribution (in an amount approved by the HCAC) to the BDF to offset the time spent by this individual for franchise development activities. No amounts were directly used to solicit new franchise sales.

We will account for the BDF separately. We may spend in any fiscal year an amount greater or less than the aggregate contributions to the BDF in that year, and the BDF may borrow from us or other lenders to cover deficits of the BDF or cause the BDF to invest any surplus. We retain the right to defer, waive and/or compromise claims for current/future contributions to, and/or claims against or with respect to, the BDF and fund the same with the BDF. We may also merge the BDF with any marketing fund otherwise established for Handyman Connection® Businesses, so long as the restrictions of the relevant Franchise Agreement(s) continue to apply to contributions made by Franchisees under the arrangements. (Franchise Agreement, Section 13.1). We retain the right to incorporate the BDF or operate it through an entity separate from us, which is subject to all rights and duties of ours relating to the BDF. We do not have to spend a specific amount on advertising in your Territory.

We shall prepare a summary statement of operations of the Fund annually and make the statement available to you upon written request, ~~though we have no contractual obligation to do so.~~ There is no requirement that the Fund be audited. We are entitled to receive payment for salaries, administrative costs and overhead in connection with the services we provide to the BDF. Any funds not spent in any particular year are kept in the Fund for use in subsequent years.

Handyman Connection has a franchise advisory council (HCAC) that may be asked to provide recommendations regarding key initiatives. The council is comprised of franchisees. The members of the council are selected by Handyman Connection franchisees at the annual conference. The HCAC serves in an advisory capacity; it has no decision-making power over what advertising, marketing or brand development Handyman Connection will use in the campaigns administered through the BDF. In addition to the HCAC, we may set up additional marketing committees to provide us with feedback on marketing or branding initiatives. Any Marketing or Brand committee only serves in an advisory capacity and has no formal decision making authority. While the Franchise Agreement does not explicitly reserve this right, we have the power to change or dissolve the HCAC as well as any Marketing or Brand committees.

You understand that some Handyman Connection® franchisees have BDF obligations that are different and more favorable than yours. We have in the past extended offers to non-BDF participants to amend their existing agreements to allow them to participate in the BDF at a lesser contribution percentage for established time periods to encourage their participation, and may do so in the future, for any reason, at our sole discretion.

We may provide advertising creative concepts and other content and/or materials to marketing funds for Handyman Connection Business franchisees and/or to franchisees located outside of the United States provided that such fund/franchisees will be required to bear a reasonable portion of the costs for such items (and or reimburse the BDF for such amount) as determined by us.

Neither we, the HCAC, nor any Affiliate will be liable for any act or omission in connection with the BDF. None of the relationships with you in connection with the BDF is in the nature of a “trust,” “fiduciary” or similar special arrangement.

We may deny access to any and all programs and/or materials created by, and benefits of, the BDF to you and to any franchisees who are in default in any obligations to the BDF, do not meet minimum quality service standards (such as a minimum Net Promoter Score), and/or are otherwise in default under the Franchise Agreement.

You must participate in all BDF programs. You will fully honor all coupons, price reduction and other promotions/programs as we direct.

For the fiscal year ending December 31, 2023, the BDF funds were spent as follows:

Production (Research and Development)	33%
Media and Promotion	29%
Administration and Other Expenses	38%

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

Reservation of Rights and Alternative Channels of Distribution

Under the Franchise Agreement, provided you are in good standing and compliance with the Franchise Agreement, we are restricted from selling leads for residential work in your Territory. We and our affiliates retain the right to: (i) own and operate, and license to others the right to own and operate Handyman Connection® Franchised Businesses outside of your Territory using the Proprietary Marks or any other marks we may designate; (ii) own and operate and license to others the right to own and operate similar businesses under different names inside or outside of the Territory under different marks; (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including the sale of goods or services through wholesale and retail stores, via the Internet, and via direct marketing through telephone, television, or radio within or outside of your Territory; (iv) develop or become associated with other concepts (including dual branding and/or other franchise systems), whether or not using the Handyman Connection System and/or the Proprietary Marks, and award franchises under other concepts for locations anywhere; (v) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere (these transactions may include arrangements involving competing outlets and brand conversions to or from the Handyman Connection Marks and System); and (vi) engage in any other activities not expressly prohibited by the Franchise Agreement.

We reserve the right, among others, as to any service arrangements relating to our sale of products and services through alternative channels of distribution and our reserved rights. The Franchise Agreement grants you no right to: (i) to distribute products and services through our reserved rights or through alternative channels of distribution; or (ii) to share in any of the proceeds from our activities through alternate channels of distribution.

Minimum Performance Criteria

Your right to receive and service the new, residential leads located in your Territory is dependent upon achieving the Minimum Performance Criteria and paying the annual Minimum Royalty Fee.

For the Third through the Fifth Calendar Years, you must achieve a minimum of \$225,000 in Gross Sales for each HH Group in your Territory (50,000 HHs is one “HH Group”), and for the Sixth through Tenth Calendar Years, you must achieve a minimum of \$350,000 in Gross Sales for each HH Group in your Territory. If the Franchise Agreement is signed in January or February, the Performance Criteria will start in the Second Calendar Year, and move up in the Fifth Calendar Year. For the purpose of calculating the Minimum Royalty Fees associated with Minimum Performance Criteria, if your Territory contains more than 50,000 HHs, but less than a multiple of 50,000, then the number of HH Groups in that Territory will be rounded down to the nearest whole number of HH Groups. If Franchisee is purchasing additional franchise territories at the same time as their initial franchise territory, the performance criteria for the additional territories are zero through the Third Calendar Year and will start in the Fourth Calendar Year.

Handyman Connection may change or modify its commercial symbols and you must adopt, use, and display the additional, substitute, or modified marks at your sole expense. You must use all names and marks in full compliance with the rules prescribed from time to time by Handyman. You are prohibited from using any name or mark as part of any corporate name or with any prefix, suffix, or other modifying words, forms, designs or symbols (other than logos licensed by Handyman Connection to you). In addition, you may not use any name or mark in connection with the sale of any unauthorized product or service in any other manner not explicitly authorized in writing by Handyman Connection.

Handyman Connection (through its predecessor, Neubel, Inc) is subject to an agreement with Handyman Lumber Company, Inc. of unspecified duration. This agreement restricts Handyman Connection from using the name “Handyman Connection,” or any other name utilizing the word or mark “Handyman,” in 12 counties (and a portion of one other), the “Restricted Territory,” in Ohio. In addition, Handyman Connection cannot use the word or mark “Handyman” in any area for retail store services or for any services rendered or arranged to be rendered by a retail store. As part of the Agreement, Handyman Lumber Company, Inc. agreed to make no use of the name “Handyman Connection” as a service mark, trademark or trade name and agreed to not take any action to restrict the use by Handyman’s predecessor of “Handyman Connection” for home repair services in any area outside the Restricted Territory.

Nothing in the agreement prohibits Handyman from using the name “Handyman Connection” for services outside the Restricted Territory in advertising and marketing media that originate outside the Restricted Territory and are targeted to potential customers outside the Restricted Territory. The agreement is binding on and benefits the parties’ successors (and the assignees of substantially all the assets used in the businesses concerned) and makes no provision for cancellation or modification, any cancellation or modification normally requiring the agreement of both parties. There are no other agreements currently in effect which significantly limit the rights of Handyman Connection, to use or license the use of its trademarks, service marks, logotypes or commercial symbols in any matter material to the franchise. ~~There are no other agreements currently in effect which significantly limit the rights of Handyman Connection to use or license the use of its trademarks, service marks, logotypes or commercial symbols in any matter material to the franchise.~~

If it becomes advisable at any time, for you to modify or discontinue the use of any of the Marks or use one or more additional or substitute trademarks or service marks, you will promptly comply (at your sole expense) with our directions to modify or otherwise discontinue the use of such Marks, or use one or more additional or substitute trademarks or service marks, including replacement of all signage, etc. ~~We won’t have any liability or obligation (whether of defense, indemnity, expense reimbursement or otherwise) to you. You agree to make no claim, for, or in connection with, any modification, discontinuance or otherwise, and/or any dispute regarding the Marks and/or your and/or our rights in or to them.—~~

We have no contractual obligation to protect your use of the Marks or defend you against claims of infringement or unfair competition. You must promptly notify us of any suspected unauthorized use of the Marks. We are not obligated to take affirmative action once we are notified, but if we do we reserve the right to control the defense of all infringement claims and litigation, and we will determine whether or not to file a suit or other action against a potential infringer. We are not obligated to indemnify or participate in the defense of any action against you involving the Marks.

You understand that there is always a possibility that there might be one or more businesses, similar to the business covered by the Franchise Agreement, operating in or near the Territory or area(s) where you may do business or otherwise, using a name and/or marks similar to ours and with superior rights to such name and/or marks as a result of prior use or otherwise. We strongly urge you to research this possibility, using telephone directories, local filings, internet, and other means, prior to your signing the Franchise Agreement, any other documents, expending or paying any sums or making any commitments. ~~(Franchise Agreement, Section 6.4)~~

Outside of those stated above, there are no infringing uses actually known to Handyman Connection that could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in this state or any other state in which the franchise business is to be located.

~~— We are the lawful and sole owner of the domain name www.handymanconnection.com. You cannot register any of the marks that are now, or in the future, owned by us or any abbreviation, acronym or variation of the Marks or any other name that could be deemed confusingly similar, as Internet domain names. We retain the sole right to advertise the system on the internet and to create, operate, maintain and modify or discontinue use of a web site using the Marks. Except as we authorize in writing in advance, you may not (i) link our web site; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; or (iii) create or register any Internet domain names in connection with your franchised business.~~

ITEM 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or copyrights (other than common law copyrights with respect to the Manuals) are material to the franchise. There are no current determinations, proceedings or litigation involving any of our copyrighted materials. ~~Should you become aware that any unauthorized third party is using any of our copyrighted materials, we request that you notify us of any unauthorized use. We may revise our System and any of our copyrighted materials in our discretion, and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials, or agreements limiting the use of any patents or copyrights.~~

During the term of the Franchise Agreement you will receive proprietary information that we consider trade secret and confidential information. You may not, during the Term of the Franchise Agreement or after its termination or expiration, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any confidential information, including the names of other franchisees, mailing lists, customer data, trade secrets, the Operations Manual, the SOP, information about any technology used in the operation of the Franchised Business, any Handyman Connection training materials, or know-how made known to you by virtue of your operation of the Franchised Business (“Confidential Information”). ~~You acknowledge and agree that~~ Confidential Information includes any media that contains customer names and addresses, as well as prices charged to customers and credit extended to customers. You must require your manager and any personnel having access to any of our Confidential Information to sign an agreement stating that they will maintain the confidentiality of information they receive in connection with their employment and restricting their right to work for a competitor while they are employed by you. Your agreement, which will be in a form that we prescribe, will identify us as a third party beneficiary to the agreement and will give us independent enforcement rights.

Provision	Section in franchise or other agreement	Summary
		with all agreements during their respective terms; you have satisfied all monetary obligations you owe us, our Affiliates, and/or our major suppliers and vendors; you sign our then-current form of franchise agreement, which may contain materially different key terms <u>and conditions from your original franchise agreement</u> , including performance criteria; you satisfy our then-current training requirements; you pay a renewal fee equaling the greater of either 15% of our then-current initial franchise fee, or \$10,000, but this fee will be \$25,000 if you fail to attend the in-person Annual Conference in its entirety each of the last three years of your franchise agreement; you sign a general release; you complete and pass a background check; and you meet your minimum performance criteria and customer satisfaction ratings.
d. Termination by franchisee	No Provision.	You do not have the contractual right to terminate the Franchise Agreement. You may terminate under any grounds permitted by state law.
e. Termination by franchisor without cause	No Provision.	Not Applicable.
f. Termination by franchisor with cause	19	We have the right to terminate the Franchise Agreement with cause.
g. "Cause" defined -curable defaults	19.3	We have the right to terminate the Franchise Agreement after providing you a 10-day cure period if: (i) you fail to pay any monies you owe us or our Affiliates; (ii) you fail to submit reports within 10 days of the due date, and fail to submit an annual unaudited profit and loss statement by January 31st; (iii) you fail to maintain the prescribed hours of operation for the Franchised Business; (iv) you fail to maintain proper permits, insurance, licenses, or certificates related to your operation of a Franchised Business; (v) you fail to submit timely reports twice within any 12 month period; (vi) fail to maintain strict quality control standards or have 6 or more material customer complaints for every 1,000 customers with respect to the Franchised Business in any 12 month period, whether resolved or not resolved, or if you do not meet our minimum threshold of customer experience ratings; (vii) you breach any other term or condition of the Franchise

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause	23.13	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and franchise agreement may not be enforceable. <u>Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.</u>
u. Dispute resolution by arbitration or mediation	21.1, 21.2	You must first bring all disputes before our management prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to non-binding mediation in either the city or county of our Headquarters, or Chicago, IL, in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. If mediation is not successful, then all disputes must be submitted to arbitration through the AAA office nearest our headquarters or Chicago, IL (subject to state law).
v. Choice of forum	21.5	All claims not subject to mediation or arbitration must be brought and must be submitted before the United States District Court or state trial court in the city or county of our (Franchisor) headquarters (subject to state law).
w. Choice of law	23.6	Laws of Ohio apply, but Federal Arbitration Act preempts (subject to state law). Please see the state-specific addenda to the Disclosure Document and Franchise Agreement in Exhibit E.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a

PART I-A: Annual Gross Sales

The following Table presents the following data for the Part 1-A Reporting Franchisees during the 2023 Data Period: (i) the Gross Sales⁽¹⁾ reported to us; (ii) the high, low, Average⁽²⁾ and Median⁽³⁾ Gross Sales; and (iii) certain information regarding average job size and territory size. In addition, this Table shows the same information for the 32 out of the 33 U.S. franchises (representing 34 of the 35 franchised territory outlets in the U.S.), who were in operation for more than 12 months as of December 31, 2022 and were not sold during that period (“2022 Reporting Franchisees”) and 28 out of the 29 U.S. franchisees (representing 31 of the 32 franchised territory outlets in the U.S.), who were in operation for more than 12 months as of December 31, 2021 and were not sold during that period (“2021 Reporting Franchisees”).

	Number of Reporting Franchisees in the U.S.	Cumulative # of Territories Operated by Reporting Franchisees	High Gross Sales <u>Territory</u> among Reporting Franchisees	Low Gross Sales <u>Territory</u> among Reporting Franchisees	Average Gross Sales <u>per Territory</u> among Reporting Franchisees	Median Gross Sales <u>Territory</u> among Reporting Franchisees	Average Job Size (AJS) among Reporting Franchisees	Number of Reporting Franchisees Exceeding the Average	Average # of HH/SFDUs <u>per Territory</u> for Reporting Franchisees (2)	Average # of HH/SFDUs <u>per Territory</u> for those Exceeding the Average *
2023	31	33	\$2,429,030	\$236,617	\$681,982	\$511,572	\$1,202	12 (39%)	129,199	146,194
2022	32	34	\$2,833,548	\$269,531	\$715,448	\$523,460	\$1,191	10 (31%)	130,010	156,810
2021	28	31	\$2,151,074	\$99,229	\$715,675	\$592,291	\$933	10 (36%)	166,260	155,992

Notes:

1. “Gross Sales” is defined as a franchisee’s total sales invoices or other items or services billed to the customer for all completed sales, less any discounts and cancellations reported to us on our software system (which did change in 2023 as noted above). Please note that some of these sales figures do not include the sale of materials. The Gross Sales figure forms the basis for the calculation of the Royalty Fee under the Franchise Agreement.

2. The Territory presently being offered includes approximately 75,000 to 100,000 Households (“HHs”). Please note that in 2017, we switched from using Single Family Dwelling Units (SFDUs) to Households (HHs) to calculate territories and performance criteria. The chart above, shows territory sizes as measured by either SFDUs or HHs (and does not otherwise distinguish between the two), depending on which measurement was used to determine the territory of the applicable Reporting Franchisee.

PART I-B: Leads⁽¹⁾ from Repeat Customers⁽²⁾ and Referrals⁽³⁾

Offering many different services through the Handyman Connection System will give you the opportunity to serve your customers in multiple ways at a single residence. In the course of operating your Handyman Connection Franchised Business, we recommend that you monitor certain performance measurements, such as Leads from Repeat Customers and Referrals. Service requests from Repeat Customers indicate multiple contacts for different services. Referrals can indicate satisfaction with the quality of service received, resulting in recommendations to others.

This Table presents the Percentage of Leads from Repeat Customers and Referrals as reported to us by Part 1-B Reporting Franchisees, as defined above. The following table presents the high, low, average and median percentage of Leads from Repeat Customers and Referrals for the Part 1-B Reporting Franchisees during the 2022 Data Period. As noted above, we are using the 2022 Data Period because the lead source category was not marked as a mandatory field when we changed technology systems in 2023, and therefore we do not have accurate data for 2023 regarding the actual source of all of the leads. We believe that the average percentage of leads that come from repeat and referral sources did not vary materially between 2022 and 2023.

# of Reporting Franchisees	Cumulative # of Territories Operated by Reporting Franchisees	High # of Leads <u>per Territory</u> from Repeat & Referral Customers	Low # of Leads <u>per Territory</u> from Repeat & Referral Customers	Average # of Leads <u>per Territory</u> from Repeat & Referral Customers	Median # of Leads <u>per Territory</u> from Repeat & Referral Customers	Average % of Leads <u>per Territory</u> from Repeat or Referral Customers	Number of Reporting Franchisees exceeding the Average	Average # of HH/SFDUs <u>per Territory</u> for Reporting Franchisees (4)	Average # of HH/SFDUs <u>per Territory</u> for those Exceeding the Average
32	34	1923	81	634	477	46%	10 (31%)	130,010	157,304

Notes:

1. “Lead” is defined as a request from a potential customer for a Reporting Business to provide an estimate to perform services.

2. “Repeat Customers” are defined as a customer that has used a Reporting Business’s service in the past.

3. “Referral” is defined as a request initiated by a potential customer for a Reporting Business to perform services based on a recommendation by a previous customer.

4. The Territory presently being offered generally includes 75,000 to 100,000 Households (“HHs”). Please note that in 2017, we switched from using Single Family Dwelling Units (SFDUs) to Households (HHs) to calculate territories and performance criteria. The chart above, as denoted by an asterisk (*), shows territory sizes as measured by either SFDUs or HHs (and does not otherwise distinguish between the two), depending on which measurement was used to determine the territory of the applicable Reporting Business.

PART I-C: Quote Break-down

The following Table represents a listing of the top 10 services that the Part 1-C Reporting Franchisees have categorized as Quoting (or Estimating) in our technology system presented as a percentage of the total number of services Quoted during the 2023 Data Period. As we changed systems in 2023, the categorization of services did not line up perfectly to how we categorized

services in prior years, and therefore we had to assign some quotes that were performed in 2023 to different categories. We do not believe that the information provided and the shift in categorization would materially impact the representation of the different types of work that franchisees perform. Please note that franchisees often will make more than one Quote on a job.

Summary of Top 10 Services Quoted & Categorized	% of Total Quote Items
Handyman	24.17%
Drywall	9.33%
Miscellaneous	7.24%
Carpentry	7.24%
Electric	6.23%
Doors	5.64%
Plumbing	4.69%
Painting	4.26%
Deck	3.80%
Remodel	2.88%
Total	75.49%

PART II: Gross Margin on Service Revenue

This Table presents the Percentage Gross Margin⁽¹⁾ on Total Revenue⁽²⁾ based on unaudited Profit and Loss Statements provided to us by the Part II Reporting Franchisees. The following Table presents the high, low, Average and Median percentage of Gross Margin on Total Revenue for the Reporting Businesses during the 2023 Data Period.

Number of Reporting Franchisees	Cumulative # of Territories Operated by Reporting Franchisees	High Gross Margin % among Reporting Franchisees' P&Ls (3)	Low Gross Margin % among Reporting Franchisees' P&Ls (3)	Average Gross Margin % (3)	Median Gross Margin % (3)	Number of Reporting Franchisees' P&Ls Exceeding the Average Gross Margin % (3)	Average # of HH/SFDUs for Reporting Franchisees (4)	Average # of HH/SFDUs for Reporting Franchisees Exceeding the Average
29	31	71%	36%	48%	48%	16 (or 55%)	129,972	129,733

Notes:

1. "Gross Margin" is defined as (Total Revenue – (Labor Cost + Material Cost)), and "Gross Margin %" is defined as (Total Revenue – (Labor Cost + Material Cost)) / (Total Revenue).

2. "Total Revenue" is defined as revenue from both labor and materials.

3. We received unaudited Profit and Loss Statements from 29 of the 31 Part 1-A Reporting Businesses (representing 31 Territories). We requested these statements from all franchisees that operated for 2023, other than the legacy franchisee described above. One of the two franchisees who operate two territories combined their P&Ls and reported one set of numbers to us, and therefore they are represented as a single P&L. Therefore, we used a total of 30 P&Ls in connection with the data provided in the Table above.

4. The Territory presently being offered generally includes 75,000 to 100,000 Households ("HHs"). Please note that in 2017, we switched from using Single Family Dwelling Units (SFDUs) to Households (HHs) to calculate territories and performance criteria. The chart above, as denoted by an asterisk (*), shows territory sizes as measured by either SFDUs or HHs (and does not otherwise distinguish between the two), depending on which measurement was used to determine the territory of the applicable Reporting Business.

General Notes and Disclaimers

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

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest ~~strongly~~ that you consult your financial advisor or personal accountant concerning ~~financial projections and~~ federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.

Written substantiation of the data used in preparing this financial performance representation will be made available upon reasonable written request to the franchisor.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jeff Wall, President, at 11115 Kenwood Rd., Blue Ash, OH 45242, (773) 251-1807, the Federal Trade Commission, and the appropriate state regulatory agencies.

The remainder of the page is left intentionally blank.

	(317) 232-6681	(317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Consumer Protection Division Michigan Department of Attorney General 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328 <u>539-1600</u>	Minnesota Commissioner of Commerce
NEW YORK	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York 41 State Street Albany, New York 12231 (518) 474-4750
NORTH DAKOTA	North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director of South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 90334 <u>1200</u> Olympia, Washington 98507-9033 <u>98504-</u> <u>1200</u> (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064	Administrator, Division of Securities Department of Financial Institutions 210 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

**CALIFORNIA ADDENDUM
TO THE HANDYMAN CONNECTION
FRANCHISE DISCLOSURE DOCUMENT**

1. 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.

2. Neither Franchisor 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. 78 a et seq.), suspending or expelling such persons from membership in such association or exchange.

3. California Business and Professions Codes sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. 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.).

5. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement requires application of the laws of the state of Ohio. This provision may not be enforceable under California law.

7. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages are unenforceable.

8. The mediation and arbitration described in the franchise agreement will take place at a facility within 50 miles of our current place of business. You and we will generally bear each of our own costs in any dispute, but the arbitrator can assess costs (but not attorney's fees) against a losing party. 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.

9. The financial performance representations figures **referenced in Item 19 of this Disclosure Document** do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Handyman Connection Business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

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

11. Item 6 of the Franchise Disclosure Document is hereby revised to note that the highest interest rate allowed in California is 10%.

12. California law requires that you obtain a contractor's license of the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts

on the project is \$500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

13. 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](http://www.dfpi.ca.gov) ([HTTP://WWW.DFPI.CA.GOV](http://www.dfpi.ca.gov)).

~~14.~~ 14. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commission of the Department of Financial Protection and Innovation.

15. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

16. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchise, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

**ILLINOIS ADDENDUM
TO THE HANDYMAN CONNECTION
FRANCHISE DISCLOSURE DOCUMENT**

NOTICE TO PROSPECTIVE FRANCHISEE IN THE STATE OF ILLINOIS

~~The following are revisions to Item 17 of the Franchise Disclosure Document:~~

~~The Illinois law governs the Agreements.~~

~~**In conformance with Section 4 of the Illinois Franchise Disclosure Act** applies. The conditions under which the **any provision in a franchise** can be terminated and the rights upon non-renewal may be affected are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20.~~

~~With respect to any agreement executed that designates jurisdiction and operational venue in a forum outside of the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.~~

~~Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.~~

~~Jurisdiction and venue for any dispute arising out Section 20 of the Illinois Franchise Agreement shall be in Disclosure Act sets forth the State conditions of Illinois except in the case of non-renewal of arbitration, which shall be conducted pursuant to terms a franchise agreement, along with compensation requirements.~~

~~In conformance with Section 41 of the Illinois Franchise Agreement Disclosure Act, any condition, stipulation, or provisions 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.~~

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

**ILLINOIS ADDENDUM
TO THE HANDYMAN CONNECTION
FRANCHISE AGREEMENT**

~~1. The Franchisor and Franchisee hereby acknowledge that this Agreement shall be governed by Illinois law governs the Agreements.~~

~~2. 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.~~

~~3. Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.~~

~~4. Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.~~

~~2. In conformance with Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision provisions purporting to bind any person acquiring any franchise to waive compliance with any the Illinois Franchise Disclosure Act or any other law of Illinois is void.~~

~~6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision of this Act is void."supersedes any other term of any document executed in connection with the franchise.~~

~~3. The conditions under which the Franchise Agreement may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20.~~

~~4. With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act.~~

~~5. Any provision in a Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.~~

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**TRIDENT INVESTMENT PARTNERS, INC.
d/b/a Handyman Connection**

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Representations and acknowledgments required to be made by franchisees are not intended to nor shall they act as a release, estoppel, or waiver of liability of the franchisor incurred under the Maryland Franchise Registration and Disclosure Law.

No requirement for a release executed on the sale, renewal or assignment of a franchise will act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law in connection with such sale, renewal or assignment of such franchise.

6. Section 24 of the Franchise Agreement is hereby deleted in its entirety.

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

**TRIDENT INVESTMENT PARTNERS, INC.
d/b/a Handyman Connection**

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

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

TRIDENT INVESTMENT PARTNERS, INC.
d/b/a Handyman Connection

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

**WASHINGTON ADDENDUM
TO THE HANDYMAN CONNECTION
FRANCHISE DISCLOSURE DOCUMENT**

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WASHINGTON

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

RCW 19.100.180 may supersede the franchise agreement 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.

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.

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

~~Exhibit F to the Franchise Disclosure Document is hereby amended to state that the Compliance Certification does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.~~

~~Exhibit G to the Franchise Disclosure Document is hereby amended to state that the Sample Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.~~

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

Section 16.3 of the Franchise Agreement is amended to state that franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Section 24 of the Franchise Agreement is hereby deleted.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated: _____

**TRIDENT INVESTMENT PARTNERS, INC.
d/b/a Handyman Connection**

FRANCHISEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**TRIDENT INVESTMENT PARTNERS, INC. D/B/A HANDYMAN CONNECTION
COMPLIANCE CERTIFICATION**

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE):

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE ~~IS~~SHOULD NOT ~~REQUIRED TO~~ COMPLETE THIS QUESTIONNAIRE OR ~~TO~~ RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

Before you sign the Franchise Agreement, we want to ensure that you understand your risks and responsibilities as a franchisee, as well as to determine whether any statements or promises were made to you that the franchisor has not authorized and that may be untrue, inaccurate, or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Are there any provisions of the Franchise Agreement (FA) and/or any exhibit which you do not understand? (If yes, we encourage you to not execute the Franchise Agreement until you understand the information contained in the FA)

YES _____ NO _____

2. Did you sign a receipt or electronically send an acknowledgement of receipt for the FDD indicating the date you received it?

YES _____ NO _____

3. Have you had the FDD in your possession for at least 14 days prior to today?

YES _____ NO _____

4. Is there any information contained in the FDD which you do not understand? (If yes, we encourage you to not execute the Agreement until you understand the information contained in the FDD)

YES _____ NO _____

5. Have you reviewed the lists of franchisees contained in FDD Exhibit B and contacted as many of them as you thought necessary?

YES _____ NO _____

Guaranty. If Franchisor discovers that Franchisee or Personal Guarantors have previously operated or currently are directly or indirectly operating any competing business in violation of the non-competition covenant, Franchisor may obtain an injunction without bond to terminate or prevent the continuation of any existing or continuing default or violation of the Franchise Agreement and/or Personal Guaranty.

6. Release of Franchisor. Franchisee and Personal Guarantors, for themselves and all persons and entities claiming by, through or under them, hereby release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership, corporation, or entity, have, had or claim to have against the Franchisor Releasees, including but not limited to all claims arising out of or related to the offer, sale and operation of the Franchised Business, and the parties' rights or obligations under the Franchise Agreement and the Personal Guaranty. This release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100 and rules adopted thereunder.

7. Release of Franchisee and Personal Guarantors. Except as otherwise provided for in this Agreement, and upon Franchisee's and each Personal Guarantors' full compliance with their obligations set forth in Sections 2 through 5 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, hereby releases, acquits and forever discharges Franchisee and its employees, agents, servants, representatives, affiliates, successors and assigns, and Personal Guarantors (the "Franchisee Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisee Releasees, including but not limited to all claims arising out of or related to the offer, sale and operation of the Franchised Business, and the parties' rights or obligations under the Franchise Agreement and the Personal Guaranty. Specifically excepted from this release are any claims asserted against Franchisor or any of its present and former officers, employees, shareholders, directors, agents, servants, representatives, affiliates, successors or assigns (the "Indemnified Parties") by any third party, which claims arise out of or relate to the Franchise Agreement or Franchisee's or Personal Guarantor's ownership or operation of the Franchised Business, including any Warranty Claims. Franchisee and Personal Guarantors shall indemnify and hold the Indemnified Parties harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments, including reasonable attorneys' fees, incurred in connection with such claims.

8. Confidentiality; Non-Disparagement. The parties shall maintain the confidentiality of this Agreement and shall not disclose the terms of this Agreement to any person or persons except their professional advisors for legitimate business purposes, or otherwise as required by law, including certain disclosures required by law in Franchisor's franchise disclosure document. The parties agree that they shall refrain from making any untrue or derogatory statements concerning one another and their present and former officers, employees, shareholders, directors, agents, attorneys, servants, franchisees, representatives, successors and assigns. Franchisee and Personal Guarantors expressly acknowledge that they are forbidden from: (i) holding themselves out as a present or former franchisee of the Handyman Connection system; and (ii) making any statements or other communications regarding their experience in the Handyman