

FRANCHISE DISCLOSURE DOCUMENT

	Gorilla Franchising USA, Inc. a Wyoming corporation 3844 Parri Rd Sorrento, BC V0E2W0, Canada 1-844-GORILLA (467-4552) info@gorillapropertyservices.com www.gorillapropertyservices.com
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As a Gorilla Property Services® franchisee, you will operate a commercial and residential property-maintenance service business.

The total investment necessary to begin operation of a Gorilla Property Services® franchised business is \$128,950 to \$214,500. This includes the \$117,000 to \$122,000 that must be paid to the franchisor or affiliate.

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 governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Franchisor's Administration Department at 3844 Parri Rd, Sorrento, BC V0E2W0, Canada 1-844-GORILLA (467-4552), info@gorillapropertyservices.com.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read all of your 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: December 22, 2025, as amended January 14, 2026



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 “C.”
How much will I need to invest?	Items 5 and 6 list fees that 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 “B” 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 Gorilla Property Services® 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 Gorilla Property Services® franchisee?	Item 20 or Exhibit “C” lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.



What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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



Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Vancouver, British Columbia, 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 Vancouver, British Columbia, Canada than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Minimum Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
5. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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.



**ADDENDUM TO THE GORILLA PROPERTY SERVICES® FDD
FOR THE STATE OF MICHIGAN**

**(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

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



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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117



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EXHIBITS

- A. Franchise Agreement and its Exhibits
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- C. Schedule of Franchisees
- D. List of Agents for Service of Process
- E. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
- F. Table of Contents for Operations Manual
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RECEIPTS



FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The name of the franchisor is Gorilla Franchising USA, Inc. In this disclosure document Gorilla Franchising USA, Inc. is referred to as “we” or “us” or “our” or “franchisee”; “you” or “yours” means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership or other entity.

Our company was incorporated on September 3, 2021, in the State of Wyoming under the name Gorilla Franchising USA, Inc. Our principal place of business is 3844 Parri Rd, Sorrento, BC V0E2W0, Canada.

Our agents for service of process in various states are disclosed in Exhibit “D.”

Franchisor Business Activities

We do not have any other business activities other than franchising the Gorilla Property Services® brand.

We do not do business under any name other than Gorilla Franchise Services USA or Gorilla Property Services®.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling Gorilla Property Services® franchises under this offering in September 2021.

Parent, Affiliate, and/or Predecessor Business Activities Involving Gorilla Property Services®

Affiliate

Our affiliate, Gorilla Franchise Services Ltd., a British Columbia-based corporation, was incorporated on June 6, 2016, in the Province of British Columbia, Canada. Its principal place of business is 102 – 20110 Lougheed Highway, Maple Ridge BC V2X 2P7. Gorilla Franchise Services Ltd. operates a business in Canada similar to the one you will operate and has offered Gorilla Property Services® franchises in Canada since May 1, 2016, and continues to offer franchise opportunities in Canada. As of September 31, 2025, it had 44 active franchisees operating 48 units throughout Canada. It has also owned and operated businesses in Canada similar to the one offered to you in this disclosure document since July 31, 2008. Gorilla Franchise Services Ltd. does not offer franchises in any other line of business. This affiliate may participate in providing franchisee training to our US-based franchisees.

Our affiliate, Gorilla Property Services Ltd., a British Columbia-based corporation, was incorporated on July 25, 2014, in the Province of British Columbia, Canada. Its principal place of business is 102 – 20110 Lougheed Highway, Maple Ridge BC V2X 2P7. Gorilla Property Services Ltd. has operated a similar business to the one you will operate, known as Gorilla Property Services® since 2014. This affiliate may participate in providing franchisee training to our US-based franchisees.

Franchise Offered

We license and train others to operate Gorilla Property Services® businesses. As a Gorilla Property Services® business you will offer a commercial and residential property-maintenance service business. The grant of a franchise authorizes you to engage in our complete system under the name Gorilla Property Services® and other proprietary marks.



General Description of Market and Competition

The general market for commercial and residential property maintenance services is well-developed and competitive. You will typically compete with other established property maintenance businesses. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Gorilla Property Services® franchises operated by us or other franchisees outside your territory.

Laws and Regulations

You are required to follow all laws and regulations that apply to business generally. However, we are not aware of any specific laws or regulations that govern this industry. You should also be aware of federal, state, and local environmental laws about the disposal of waste materials and packaging. You may be required by local law to participate in a recycling program, which may require that you register and make ongoing fee payments.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost to operate your business.

ITEM 2 BUSINESS EXPERIENCE

NAME	Company Name and Location	POSITION	FROM
Andrew Edwards	Gorilla Franchise USA, BC, Canada	President	March 30, 2021 - Present
	Gorilla Franchise Services Ltd., BC, Canada	President	March 30, 2021 - Present

ITEM 3 LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

The initial franchise fee depends on the number of territories purchased according to the following table. The initial franchise fee must be paid in one lump sum upon signing the franchise agreement.

First Territory	\$49,500
Second Territory	\$40,000
Third Territory	\$35,000
Fourth and Each Subsequent Territory	\$30,000

Each territory will have a population of approximately 200,000 people. However, if you would like to add an area to a territory but do not want to purchase an additional territory, the initial franchise fee is \$0.25 per additional person in the desired area.



Veteran Discount

To honor those men and women who have served our country in the U.S. Armed Forces, if your operating principal is a veteran, we will offer a 10% discount off the initial franchise fee for your first unit, contingent upon verification of honorable separation. Veteran ID cards, a DD-214, and other documentation will be required to provide proof of honorable discharged status.

Required Purchases from the Franchisor or an Affiliate

In addition to the initial franchise fee, at signing the franchise agreement you will pay us a set-up fee of \$50,000 to \$55,000 (depending on the options you choose to add and whether your purchase or lease the skid), payable in one lump sum. The set-up fee includes the following items: equipment and tools (skid, chem order, ladder rack, inside racking, waterfed poles, window hand wash, screen washer, gutter vac and pole, dryer vent cleaning, air compressor, graffiti order).

Franchisees must also pay us a pre-opening and grand opening marketing and blitzing assistance fee of \$15,000, and an IT set-up fee of \$2,500.

Initial Training

There is no training fee for up to 4 attendees, who must include your owners, operating principal, and manager(s). We may allow you to bring additional attendees with our prior written consent. The cost of additional trainees to attend the initial training is \$2,500 per additional attendee. You will also be responsible for pay all travel, lodging, food and expenses of your trainees. All attendees must attend the same training session.

Uniformity and Refunds

These costs and fees are uniform and non-refundable, except as described above for all franchisees.

ITEM 6 OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty ^{1,5}	6% of gross sales for sales up to \$500,000 4% of gross sales for sales over \$500,001; there is a \$500 minimum royalty	Payable monthly to be received via electronic transfer by the first day of each month for the previous month's gross sales	Gross sales include all revenue from the franchise business but do not include sales tax. The \$500 minimum monthly royalty applies after 6 months of opening, regardless of gross sales.
National Advertising Fund Fee ^{1,2}	Greater of \$429, plus taxes or 2% per of monthly gross sales	Payable monthly to be received by the first day of each month	The first payment of this fee is due on the first day of the fourth month after signing the franchise agreement.
Successor Franchise Fee ¹	\$7,500	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor agreement.



TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Territory Relocation Fee ¹	\$2,000	At the time we approve of the relocation	If you request our approval to relocate your territory and we agree, you must pay this fee to us in order to defray our costs associated with updating documentation, reviewing new sites, and editing our website and promotional materials.
Late Charges ^{1,3,4,5}	\$25 per day (up to \$500 per instance)	Payable with royalty or on demand	Charges and interest begin to accrue after the due date of any required payment or report.
Non-sufficient Funds Fee ^{1,3,5}	\$50 per bounced check or insufficient funds draft	Payable with royalty or on demand	If this fee is higher than what is allowed under state law, the fee will be reduced to the maximum allowed by state law (see state-specific addendum).
Interest Charges ¹³	If understated by less than 3%, the monthly interest on the understated payment will be 3.5%; if understated by more than 3%, the monthly interest on the understated payment will be 4.5%; for all other interest charges it will be the lesser of 2% per month or 26.82% per annum	Payable with royalty or on demand	Calculated daily. Interest begins to accrue after the due date of any required payment or report (subject to state law).
Sales or Use Tax ¹	Sum equal to tax imposed	Upon billing	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced. This includes any GST/PST/HST tax that may be imposed.
Audit Charge ¹	Cost of audit	Upon billing	Payable only if an audit shows an understatement of 3% or more of the amounts owing to us or an affiliate for the period audited, or if records are unorganized or unavailable.
System Non-Compliance Fines and Charges ^{1,3,4,5}	Amounts to be specified in our manuals, currently ranging between \$25 - \$2,500 per instance	As incurred	See note 5.
Call Center Fee ^{1,5}	\$249	Payable on the first day of each month	You must use our required call center.
CRM/Software Fee ^{1,5}	\$199	Payable on the first day of each month	You must use our designated software provider for customer relation management and other customer record and communication maintenance.



TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Customer Reimbursement ^{1,5}	Amount paid, plus \$500	Upon billing	Payable if we are required to pay any customer reimbursement costs.
Replacement Training ^{1,5}	\$2,500 per attendee	In advance of training	Any new operating principal or manager must complete the initial training program within 60 days of hire or taking over as operating principal. You must also pay all associated travel, food, and lodging of your attendees or our representatives as applicable.
Annual Manager Training ^{1,5}	\$200 per attendee, per day	In advance of training	We may require your operating principal and designated manager to meet with our representatives once each calendar year.
Additional In-Person Training ^{1,5}	\$2,500 per attendee	In advance of training	Depending on advanced notice and our availability, you may request additional in-person training. In such case, you will also be required to pay all travel, lodging, food, and other expenses of your attendees or our representatives during this additional training.
Insurance Reimbursement Fee ^{1,5}	Reimbursement of premium amount, plus \$50 an hour	Upon billing	You are required to hold and maintain your own insurance, but if you fail to do so, we have the right to obtain insurance on your behalf.
Conference or Seminar Fee ^{1,5}	Currently, no fee to attend	At the time of signing up for the conference or seminar	You will be required to pay all travel, lodging, food, and other expenses for each of your attendees.
Interim Management Fee ^{1,3}	\$200 per day, per representative	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or after you have been given a notice of default and failed to cure. You must also pay all travel, lodging, food, and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees, and other applicable fees. The interim management period will not last more than 6 months unless otherwise agreed between us.
Fees on Default ¹	Our costs associated with your default	Upon billing, as incurred	Paid in addition to other payments to us.
Additional Copies of Marketing Materials ^{1,5}	Our costs, plus 10%, and the costs for shipping and handling	Time of delivery	We may develop and provide you physical copies of marketing and promotional materials.



TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Early Termination Liquidated Damages ¹	The greater of \$5,000, or the average of the remaining total of royalty calculated from the previous 12 months, plus the remaining total of the monthly National Advertising Fund Fee, calculated from the first day of the month in which the agreement is terminated until the last day of the term of the franchise agreement; plus \$10,000 for legal fees.	Upon termination	Payable if your franchise agreement is terminated before the expiration of the term. This is only to compensate us for lost royalties and is not our only remedy.
Transfer Fee ¹	\$7,500	At the time of approved transfer	Payable when you sell your franchise territory, substantially all your assets, or a controlling interest in your franchise—both cumulative during the term of the franchise agreement and prior to our signing any approval or new agreement. If you have multiple territories, this fee is calculated based on each territory under the franchise agreement. Transferees owning any portion of the franchise must personally guarantee the franchise agreement for us to approve the transfer. The transfer fee is subject to state law.
Minority Interest Transfer Fee ¹	Our legal fees and administrative costs related to the transfer	Upon billing	This fee applies to transfers of up to 40% of your franchisee entity--cumulative during the term of the franchise agreement. Transferees owning any portion of the franchise must personally guarantee the franchise agreement for us to approve the transfer. The transfer fee is subject to state law.
Transfer Training Fee ^{1,5}	\$2,500 per attendee	At the time of approved transfer	You or the transferee must pay this fee to have us train the transferee before they can take over the franchise business.
Indemnification ³	Our damages and costs	As incurred or on demand	See note 6.
Dispute Resolution Fees ¹	Our legal fees and costs if we prevail	As incurred or on demand	You are required to pay half of the mediation and arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.



NOTES

¹ **Royalty and Fees.** Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable. Unless otherwise stated, all fees are imposed on a per territory basis even if you purchase multiple territories under a single franchise agreement.

² **Advertising Fees.** The National Advertising Fund Fee may be used by us for one or more national or regional marketing and brand development programs, as we choose. These fees are uniformly imposed.

³ **Indemnification.** You must indemnify us from damages and costs related to your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities.

⁴ **System Non-Compliance.** If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdrawal program.

⁵ **Fee Increases.** We may increase these fees by up to 2% per year (cumulative) during the term of your franchise agreement to adjust to increased cost. Costs charged by third parties are subject to change at any time and do not have an annual cap. If a third party increases costs related to a fee, we may change the fees by the increased costs charged by third parties, plus 2%.

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 franchise fee ¹	\$49,500	Lump sum	At signing the franchise agreement	Us
Initial training fees, travel, lodging, food, and other expenses while training ²	\$1,000 - \$3,000 per attendee	As Incurred	Prior to and during training	Airlines, hotels, restaurants, other suppliers
Set-up fee ³	\$50,000 - \$55,000	Lump sum	At signing the franchise agreement	Us
IT Set-up fee ³	\$2,500	Lump sum	At signing the franchise agreement	Us
Vehicle ⁴	\$1,850 - \$60,000	As incurred	As negotiated	Suppliers
Additional Equipment and Tools ⁵	\$100 - \$1,500	As incurred	As negotiated	Suppliers
Tablet and smartphone ⁶	\$2,000 - \$3,500	As incurred	As negotiated	Suppliers
Misc. opening costs ⁷	\$500 - \$1,000	As incurred	As incurred	Suppliers, utilities, government departments, etc.
Professional Fees ⁸	\$1,000 - \$3,000	As incurred	As incurred	Attorneys, accountants, etc.
Insurance Premiums ⁹	\$2,000 - \$4,000	As incurred	As incurred	Insurance brokers
Grand Opening Advertising – (includes) 3 months ¹⁰	\$15,000	As incurred	At signing the franchise agreement	Us, affiliates



TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional funds – 3 months ¹¹	\$3,500 - \$16,500	As incurred	As incurred	Suppliers, employees, etc.
TOTAL ¹²	\$128,950 - \$214,500			

NOTES

¹ **Initial Franchise Fee.** The initial franchise fee is non-refundable, and we do not finance any portion of the fee. To honor those men and women who have served our country in the U.S. Armed Forces, we offer a 10% discount off the initial franchise fee, contingent upon verification of honorable separation. Veteran ID cards, a DD-214, and other documentation will be required to provide proof of honorable discharged status

² **Training.** You are responsible for paying all travel, lodging, food, and other expenses for your attendees during training, directly to the vendor (hotels, airlines, restaurants, car rental companies, etc.). We estimate that you will have two people attend training, but you can have up to 4 people without paying a training fee to us. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation.

³ **Set-Up Fee.** If you purchase from another franchisee, or if we consent to you acquiring mandatory equipment from other sources, it may cost more or less. We are not obligated to offer you a business on a fully equipped basis. The set-up fee range is dependent on whether you choose to lease or purchase a skid.

⁴ **Vehicle.** You are required to have a van that is wrapped before you open your business. The low estimate assumes you have a van that only needs to be wrapped, and the high estimate assumes you choose to purchase a van. The van must be in good condition and repair with no external damage or unreasonable wear and tear, must not be more than 10 years old, must accommodate all the equipment needed in your franchise business, and be approved by us. You may also purchase an enclosed trailer, which must be approved by us, to carry and store your equipment.

⁵ **Additional Equipment and Tools.** Most of the tools and equipment necessary to begin operating your Gorilla Property Services® franchise business is provided as part of the set-up fee. However, you must purchase a ladder and compressor and the range includes the estimated cost for these additional items.

⁶ **Tablet and Smartphone, Hardware and Software.** Your smartphone or tablet may be purchased or leased but must be compatible with our proprietary software, which is provided as part of your set-up package. For more information about your smartphone, tablet, hardware and software requirements see Item 11.

⁷ **Miscellaneous Costs.** These miscellaneous costs include utility set up fees, deposits, licenses, and other miscellaneous startup costs.

⁸ **Professional Fees.** These costs include legal fees, business entity organization, and accounting fees. Rates for professionals can vary significantly based on locale, area of expertise, and experience.

⁹ **Insurance.** These costs include monthly premium costs for the required insurances. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history.

¹⁰ **Grand Opening Advertising.** This estimates the cost of advertising for pre-opening and grand opening, plus the first 3 months of operations. This is all included as part of the initial grand opening marketing fee paid to us upon signing the franchise agreement. You are not required to advertise locally. However, if you do undertake local advertising or create any marketing materials, we must approve it in writing.



¹¹ **Additional Funds.** This estimates your operating expenses during your first 3 months of operations, not including cash flows. It includes 3 months of CRM/Software and Call Center Fees. You must maintain a minimum of \$15,000 in your operating account for each territory or have a \$15,000 line of credit at all times for business emergencies; except that if you do not have the required line of credit, then in any 30-day period, the operating account may have less than such amount for a period of up to 5 days. You are required to provide us with view-only access to your operating account, and you cannot have more than one operating account or change operating accounts without our consent. Employee compensation is between you and your employees and may vary. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing. We have relied upon the experience of our principals and Canadian-based franchisees to compile these estimates.

¹² **Total.** These figures are estimates for the development of a single franchise unit. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system, including purchasing, leasing, or subscribing to certain items or services according to our specifications and/or from approved suppliers. You may not deviate from these methods, standards and specifications without our prior written consent.

You must purchase, lease, or subscribe to the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved vendor of this Item?	Is the franchisor or an affiliate the only approved vendor of this Item?
Van and Wrap	No	No
Equipment	Yes	No
GorillaPro	Yes	Yes
Tablet	Yes	No
Smartphone	No	No
Required Software	Yes	Yes

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial general liability insurance	\$5,000,000 per occurrence and must include bodily injury, property damage and personal injury liability, contractual liability, and employer's liability
Commercial automobile insurance	At least \$5,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage) on all vehicles used in association with the franchise business
Snow removal liability insurance (only if you offer snow removal)	\$2,000,000 per occurrence and must include bodily injury, property damage, contractual liability, and must contain a severability interest clause and cross liability clause



Government required insurances	All workers' compensation and employment insurance on your employees as required under all federal and state laws (cannot exclude owner-operator requirement)
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These policies (excluding worker's compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage. We do not derive revenue from your purchase of insurance. We recommend you consult with your insurance agent prior to signing the franchise agreement. We have the right to require that you obtain from your insurance company, and subsequently provide to us for our review, a report of claims made and reserves set against your insurance (commonly known as "loss runs").

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you must purchase items or services from approved suppliers.

All currently approved suppliers and specifications are made available to you before the beginning of operations. You must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

None of our officers have a direct ownership interest in any of our suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 80% to 90% of your overall purchases in opening your franchise business and 60% to 80% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

In the last fiscal year ending on September 30, 2025, we did not obtain any revenues from the sale of these products and services to franchisees.

At times we may supply a franchisee with a fully equipped franchise business. In such instance, the franchisee will reimburse us our actual costs, plus a reasonable margin of profit not to exceed 19% for purchase, delivery and installation of the equipment, supplies, and inventory.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier, or if you would like us to consider alternative goods, and if that supplier or good meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier or for that good to become an approved good in our system.

You may establish suppliers on the approved list by making an appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source (or if an alternative good will be approved): the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the



supplier's production and delivery capabilities; price and quality; reputation of the supplier; quality assurance systems; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier or to purchase an alternative good, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier or good meets our specifications. There is no fee associated with this review; however, we are not required to review any unapproved supplier you submit to us for review. We will notify you in writing within 60 days after completing our evaluation as to whether the supplier or good has been approved or disapproved. We may make changes or alterations in the standards and specifications for approving suppliers and alternative goods. At our discretion, we may revoke our approval from an approved supplier or good upon 30 days' written notice to you.

Standards and Specifications

We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. We currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

Benefits Provided to You for Purchases

We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises based on your purchases).

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	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b.	Pre-opening purchases/leases	Paragraphs 6.1.3, 6.1.10, and 6.1.12	Item 8
c.	Site development and other pre-opening requirements	Sections 4.1 and 4.2	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.4 and sections 7.3 and 7.5	Item 11
e.	Opening	Sections 4.2 and paragraph 7.3.1	Item 11
f.	Fees	Article V	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX	Items 8 and 11



	Obligation	Section in Agreement	Disclosure Document Item
h.	Trademarks and proprietary information	Article III	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8
j.	Warranty and customer service requirements	Paragraph 6.1.2 and section 8.6	Item 11
k.	Territorial development and sales quotas	Section 1.1	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.8	Item 11
n.	Insurance	Paragraph 6.1.10	Item 8
o.	Advertising	Article X	Items 6, 7 and 11
p.	Indemnification	Section 15.2	Item 6
q.	Owner's participation/management/staffing	Paragraphs 6.1.6, 6.1.7, 6.1.9, 6.1.13 and 6.2.3	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(v)	Items 6 and 11
t.	Transfer	Article XIV	Item 17
u.	Renewal	Section 2.2	Item 17
v.	Post-termination obligations	Section 12.1	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Sections 4.1, 4.2, 16.1 and paragraphs 6.1.1 and 6.1.9	Item 12
z.	Guarantee of franchisee obligations	Section 6.3	Item 15

ITEM 10 FINANCING

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



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

Except as listed below, Gorilla Franchise Services USA is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we or a third party appointed by us will:

- 1) Designate your territory [franchise agreement section 1.1].
- 2) Make available general written specifications for necessary equipment, signs, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly, but we do provide you with the names of the approved suppliers for these items. We do not assist in the delivery or installation of any of these items. For purchase, delivery and installation, you are required to work directly with the manufacturer or supplier of these items [franchise agreement section 7.1].
- 3) Provide you with the specifications and/or vendor for the vehicle wrap [franchise agreement section 7.1].
- 4) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential, will remain our property, and may be used by you only in association with your Gorilla Property Services® franchise business and only during the term of the franchise agreement. You must keep the contents of all manuals confidential. The master copy of the manuals maintained by us will control in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "F" to this disclosure document. Our operations manual is approximately 27 pages [franchise agreement article IX].
- 5) Provide an initial training program for your operating principal and managers, described at the end of this Item 11 [franchise agreement paragraph 6.1.4].

Lease, Construction and Commencing Operations

The majority of our franchisees operate from a home office. If you choose to have an office outside of your home, you choose the site and you do not need our approval for an office location, but the office must be located within your territory. We do not approve or review your office location or any lease. You must give us at least 14 days written notice before opening your franchise business [franchise agreement section 4.2].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 45 to 60 days. Factors affecting this length of time usually include training, hiring employees, and delivery and installation of equipment.

Assistance During Operation

During the operation of your franchise business, we or a third-party appointed by us will:

- 1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us.



We have the right to modify the manuals to reflect changes in the system including the development of or change in products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(iv)].

2) At your reasonable request or at our discretion, provide assistance either remotely or in person. For additional in-person training, you may be charged a fee and be required to cover all travel, lodging, food, and other expenses of your attendees or our representatives [franchise agreement paragraph 6.1.4 and section 7.3].

3) We will utilize a central telephone number and email lead system. You must participate in any such program or system. We will distribute incoming leads to you and other franchisees in the area We determine, in Our sole discretion, that could provide services to customers in a timely manner (if any) equally on a rotating basis. You are prohibited from utilizing or acquiring a separate phone number, data, email, or other electronic contact media for your franchise business and upon your acquiring such, we will irrevocably become the owner and rights holder to those accounts [franchise agreement section 6.9].

4) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. We have the right to access any email account that we provide to you. You are not allowed to use a non-approved email for business purposes involving the franchise business. You must at all times maintain and frequently check a valid and approved email address, provided by, known and available to us, to facilitate our communication with you [franchise agreement paragraph 6.2.2(i)].

During the operation of your franchise business, we or a third-party appointed by us may:

5) Conduct conferences and seminars, which may be through online webinars, videos, live video conferencing, phone conferences or in person, to discuss improvements, new developments, mutual concerns, business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. Attendance at conferences and seminars is mandatory for your operating principal, and you are required to pay the registration fees travel and living expenses for your attendees. In-person conferences and seminars will be held at locations chosen by us [franchise agreement paragraph 6.1.13].

6) Make periodic inspections of your franchise business, including vehicle(s) and job sites, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Inspections may be conducted without prior notice to you. Upon our request, at all reasonable times, you must provide us with video and/or digital images of the interior and exterior of your vehicles, of the equipment, and of completed jobs as set forth in the manuals [franchise agreement paragraph 6.2.2(v)].

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.2].

8) Not replace defective products purchased directly from us. For items purchased through third parties or an affiliate, you must work directly with the supplier or manufacturer of those items regarding warranties, defective products, training and support [franchise agreement section 8.6].

9) At your expense, require you to repair, repaint, or otherwise refurbish your vehicle from time to time as we may reasonably direct, but will not require you to replace a vehicle more often than every 5 years, and we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement (except for required changes to the trademarks, or changes due to health or government mandates, guidelines, or public concerns



which we may require at any time). We may also require you to invest in new or updated equipment and technology at any time. You will also be required to complete any day-to-day maintenance issues as they occur during the term of the franchise agreement [franchise agreement paragraph 6.1.8]. You must implement all changes within the time frames required by us.

10) Set up and manage a franchisee advisory committee system. If we set one up, you will be required to participate [franchise agreement section 7.7].

11) To the degree permitted by law, permitted by law, we may suggest retail prices and specify maximum and minimum pricing above and below which you cannot sell any goods or services [franchise agreement section 6.1.11].

12) Refine and develop products or services that you will offer to your customers [franchise agreement paragraph 6.2.2(iii)].

13) Maintain a website or similar electronic media for the Gorilla Property Services® brand that will include your business information and telephone number for your franchise business [franchise agreement section 7.5].

Advertising and Promotion

You are required to participate in all marketing programs as directed by us and to use all materials, mediums, and other information made available to you in doing so. We may provide you with copies of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement section 10.3].

You may develop marketing materials for your use, at your cost, but all marketing material developed or used by you must have our prior written approval. If you do not receive written approval or disapproval within 10 days of the date we received your submission, the materials submitted are deemed unapproved. We can revoke our approval of any marketing materials at any time in our sole discretion. Any marketing materials or concepts you create becomes our property and will be considered a “work-made-for-hire” that can be used by us and other franchisees without compensation to you [franchise agreement section 3.10 and paragraph 10.3.1].

Advertising Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system, or to spend any amount on advertising in your territory, we currently maintain and administer a national advertising, marketing and development fund (referred to as the “National Advertising Fund” in the franchise agreement) for local, regional or national marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system [franchise agreement section 10.1].

We require you to pay us a monthly advertising fee per territory in the amount of the greater of \$429 plus taxes, or 2% your monthly gross sales. We and our affiliates contribute to this fund on the same basis as the franchisees. We have no franchise businesses that do not contribute to the fund.

We are responsible for administering the National Advertising Fund, but we are not a fiduciary or trustee of the National Advertising Fund. We will direct all uses of the fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (that may include television, Internet, social media, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (that may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement, timing, and allocation of these programs (that may be local or regional); 4) the composition of all geographic territories and market areas for the development and



implementation of these programs; and 5) all other uses of the fund for marketing purposes [franchise agreement paragraph 10.1.1].

We are not required to spend any amount on marketing directly in the area or territory where you are located. We make no representations that expenditures to the National Advertising Fund will benefit you or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We will not use the National Advertising Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating “franchises available” or similar phrasing [franchise agreement paragraph 10.1.2].

Advertising Expenditures in the Last Fiscal Year

During the 2025 fiscal year, we did not collect any National Advertising Funds from US-based franchisees. However, during the last fiscal year, the Canadian National Advertising Funds were used in the following ways: SEO and PPC campaigns 50%; administrative costs for content creation 30%; direct mailers 10%; video, commercials content creation 10%.

Any unused National Advertising Funds in any calendar year will be applied to the following year’s fund. The National Advertising Fund is unaudited. Once each calendar year, you may send us a written request to receive an unaudited annual report of marketing expenditures from the previous fiscal year but such written request cannot be made until 90 days after our fiscal year end [franchise agreement paragraph 10.1.2].

At this time, you are not required to participate in any other marketing funds.

Internet and Social Media

You are required to use our *gorillapropertyservices* website to promote your franchise business. You may not create a website for your franchise business. However, you may be allowed to place pre-approved information concerning your franchise business on our website and social media, as developed by us. Additionally, you cannot engage in social media on behalf of your franchise business or related to the Gorilla Property Services® brand in marketing on the Internet, including creating a Google Business Profile (or similar listing), posting for re-sell, items on third party re-sell or auction-style websites such as eBay, Craigslist or Amazon without our prior written permission. If we do provide written approval to create your own website or social media for the franchise business, all content must be pre-approved by us in writing, and you are required to provide us administrative access, account information and any other information related to any of your websites and social media and to sign the assignment of digital media accounts that is included as part of your franchise agreement. All social media you develop or use must be attached only to the email address we provide to you or that we approve. Additionally, any website or social media you are allowed to create must be ADA compliant. You may not claim any web listing on sites such as Yelp. You must strictly comply with our policies and procedures regarding websites, social media, and Internet marketing. We reserve the right to restrict your right to use these sites in the future [franchise agreement section 10.4].

Computer / Point of Sale System

We require the use of a franchise business-dedicated smartphone or tablet with a data and cellular plan. We do not designate the vendor for the smartphone or tablet, but it must support all of our required and designated software such as Microsoft, Adobe, Intuit, and GorillaPro. We reserve the right to change the smartphone or tablet system at any time, and you are required to comply with and are solely responsible for the fees associated with such changes.

The smartphone or tablet must be able to provide the following:

- Reporting of sales
- Employee timekeeping
- Tracking of costs and costs of goods sold
- Calendaring
- Online ordering
- Gift card tracking



- Customer database
- Credit card payment

The estimated cost of purchasing or leasing the smartphone or tablet is between \$2,000 and \$3,500. We will have independent access to the information and data collected or generated through GorillaPro, our required software system. We can require you to obtain a static IP address from your internet provider. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. All data collected or provided by you, downloaded from your smartphone or tablet, or otherwise collected from you by us or provided to us, is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you [franchise agreement paragraph 6.1.12].

We may require updates and upgrades to your hardware and software at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade and support your smartphone or tablet system to be \$500 and is included with subscription fees. We are not required to maintain, repair, update and/or upgrade your smartphone, tablet or software systems. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the smartphone, tablet, or software systems [franchise agreement paragraph 6.1.12]. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer [franchise agreement section 8.6]. Upgrades and support for all software and hardware are required to be obtained from the vendor [franchise agreement paragraph 6.1.11].

Loyalty Programs

If we implement a loyalty, discount, membership, or subscription program, you will be required to participate. With our prior written consent, you may be allowed to implement a similar program for your franchise business. The method of sales and pooling and reconciling the funds for all such programs will be determined by us as set forth in the manuals [franchise agreement paragraph 6.2.2(ii)].

Accounting

We also require you to use the online versions of the QuickBooks accounting system. Currently, QuickBooks has a monthly subscription fee between \$38 and \$275 per month, which includes annual updates to the software. Upon our written request, we require that you provide us with independent view-only access to your account. You will be required to follow our accounting procedures and line items, including standardized profit and loss statement templates, balance sheet templates, and charts of account as we may designate [franchise agreement section 5.5 and paragraph 6.1.12(i)]. We can change the required accounting software at our discretion.

Initial Training

We provide an initial training program. The initial training program is held both online and at a US-based training facility, or another place designated by us. The training program is held as often as needed. The length of training depends on the prior experience of your attendees but should last approximately 4 to 6 days. Your operating principal and at least one other person with industry experience who will act as your manager, are required to attend and successfully complete the initial training program [franchise agreement paragraph 6.1.4].

Your “operating principal” is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us. [franchise agreement article XXI].

Successful completion of training must be completed two weeks before you may open your franchise business. Successful completion will be determined by our trainers and is based on your attendees’



knowledge and demonstration of competency in the various aspects of operating a Gorilla Property Services® franchise business.

There is no training fee up to four of your attendees but we charge a training fee of \$2,500 for each additional person trained. We only allow your owners, your operating principal and manager(s) to attend, and each must attend the same training session. You are also responsible for paying all travel, food, living, and other expenses for each attendee during training directly to the supplier (hotels, airlines, restaurants, car rental companies, etc.) The estimated cost for your attendees to attend the initial training is between \$1,000 and \$3,000 per attendee [franchise agreement paragraph 6.1.4].

Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM¹

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Orientation to Gorilla	1-2	0	Online
Objectives of Gorilla	1-2	0	Online
New Office Development	1-2	0	Online
Customer Overview	1-2	0	Online
Operations Overview	2-4	0	Online
Support Systems & Computer Systems	2	0	Online
Sales	2-4	0	Online
Marketing & Advertising	2-4	0	Online
People Management	1-2	0	Online
Certification Testing, Graduation, and Send-off	2-4	0	Online
Field Training	0	16	US-based training facility
Totals	15-28	16	

¹ The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those persons being trained.

Our trainers will include Andrew Edwards. Andrew has extensive related business and franchise experience in the property service and maintenance industry and is responsible for managing and running the business. He was raised in Ontario, Canada, and has been self-employed and an entrepreneur since 2001. Andrew started his first property management company with a partner while in college studying construction engineering management. Following the successful sale of that company Andrew began working for a larger property restoration franchise, working directly under the founding partner. After 2 years Andrew was offered his own franchise, being the first ever location outside of Ontario with the opening of Winmar, Vancouver. After 13 successful years of growth with Winmar, Andrew sold his company to an investment group in excess of 7 figures. Andrew purchased the Gorilla brand and began offering Gorilla Franchise Services in 2021.



Our other trainers include the following individuals:

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor	Experience Relevant to Subject(s) Taught and Franchisor's Operations
David McLellan	Business Performance	30+	Since 2025	MBA
Olha Horodenchna	Online Marketing, Call Center	Since 2016	Since 2021	Prior digital marketing work
Madison Clement	GorillaPro	Since 2015	Since 2023	Computer science degree

You will also be placed with one or more current franchisees for up to 16 hours of unpaid work to gain on-the-job experience ("field training" from training chart above).

Materials Provided at the Initial Training

We will provide access to our manuals during the initial training and other handouts to facilitate training. All attendees at any training must sign a non-disclosure agreement acceptable to us before attending the training.

Replacement Trainings

After the initial training, any new operating principal and manager must complete initial training within 60 days of hire or designating as operating principal. Our fee for this additional training is currently \$2,500 per attendee to be trained. You will also be responsible for covering the travel, food, and lodging for your attendees or our representatives (as applicable) [franchise agreement paragraph 6.1.4(i)].

Annual Manager Training.

At our discretion, once each calendar year, at a time designated by us, your operating principal and your designated manager will be obligated to meet with our representatives at a location specified by us, for the purpose of discussing and reviewing your operations, status, and financial performance. If we, in our discretion, determine that such a meeting is necessary, all costs of travel, food, lodging, and your employee salaries, and other expenses will be borne by you [franchise agreement paragraph 6.1.4(ii)].

Additional In-Person Trainings

Depending on availability and advanced written notice, if you would like additional in-person training, we may provide this training to you. We can limit additional training to a certain number of days, attendees, and/or representatives at a time. We can require your operating principal and/or your manager(s) to attend additional trainings if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. Our fee for additional training is currently \$2,500 per attendee and you will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives for additional trainings [franchise agreement paragraph 6.1.4(iii)].

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12 TERRITORY

Exclusive Territory

You will receive an exclusive territory for your franchise business meaning that we will not establish another franchise, affiliate or company owned unit using the Gorilla Property Services® trademark within



your territory so long as you are in strict compliance with your franchise agreement. Your territory rights cease upon termination of the franchise agreement.

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks solely within a specific geographic area, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory

The specific size of your territory is set by us, but each territory will have an approximate population base of 200,000 people; however, we also factor in the number of commercial versus residential properties, population density and similar factors. The written boundaries and a map of your territory will be included in your franchise agreement. We have the right to reasonably sell or add additional franchises in your territory based upon changes in the population of 25% or more as calculated from the date of signing your franchise agreement. We also have the right, in our sole discretion, to adjust the boundaries of your territory, or sell or add franchises in your territory, based upon changes in the population of 25% or more as demonstrated by demographic data available to us at the time of the territory adjustment. We also have the right to adjust the boundaries of your territory based on inadvertent error in the creation of your territory, or in an effort to more accurately reflect the target population number after your territory has been selected and approved, or for other reasons that we may specify from time to time in the manuals.

Territory Restrictions

You are restricted to operations within the territory and may not, without our prior written approval, open or operate another unit whether inside or outside the territory, or to provide services outside your territory. You may not service customers within another franchisee's territory. However, if there is no franchisee in a customer or client's location, you have the right to provide services to those customers and clients until such time as a franchise is sold in that area and the customer will be moved to the new franchisee.

Relocation

You do not have the automatic right to relocate your franchise territory, and we have the right to deny any relocation request. You must obtain our prior written permission if you want to relocate your franchise territory, and you must also be able to demonstrate to us that you have the financial ability to relocate. Approval to relocate is determined on a case-by-case basis and is based on factors such as your operational history, our then-current criteria used in approving a new franchisee's proposed site, and other factors that are relevant to us at the time of the relocation request.

Minimum Performance Requirement and 5-Year Revenues

Your territory rights depend upon your achievement of Annual Minimum Performance Levels ("AMPL") per territory under your franchise agreement (see below) or as otherwise agreed to in writing between us. The AMPL are calculated on a 12-month basis and will automatically increase by 15% each year for the first 5 years of this Agreement. After five years on an ongoing basis, your AMPL will be the maximum levels achieved over the initial 5-year period [franchise agreement paragraph 1.1.4].

(i)	AMPL in the first 12 months:	\$75,000
(ii)	AMPL in the second 12 months:	\$120,000
(iii)	AMPL in the third 12 months:	\$180,000
(iv)	AMPL in the fourth 12 months:	\$225,000
(v)	AMPL in the fifth 12 months:	\$250,000

In addition, you are required to achieve a minimum of \$850,000 in revenues per territory over the first five years. If you do not achieve the minimum AMPL or revenue in each territory under your franchise agreement, you will be given a notice of default and a six-month period to cure by being on pace to achieve the minimum gross sales during the following six-month period. If You do not cure within the six-month cure



period, we have the right to (a) terminate your franchise; (b) terminate your right to the failing territory(ies) while allowing you to maintain the other territory(ies); (c) allow you to continue to operate your franchise under the terms of the franchise agreement while we sell your franchise; or (d) allow another or additional franchisee to operate in the territory(ies). If we broker the sale of your franchise or territory(ies), we will be entitled to a fee equal to 25% of the sales price to compensate us for time and expenses to broker the sale of your franchise or territory(ies). You or the buyer will also be required to pay the transfer fee and training fee to train the new franchisee [franchise agreement paragraph 1.1.4(i) and (ii)].

Advertising Within and Outside the Territory

You may not engage in direct advertising outside your territory and other franchisees may not engage in direct advertising within your territory.

Servicing Customers Within and Outside the Territory

You cannot provide services to any customers within another franchisee's territory or territory serviced by a corporate unit. However, you may provide services to customers outside of your territory if such territory has not been granted to another franchisee or is not an area serviced by a corporate unit and you have our written approval. Nonetheless, at our discretion, we may revoke our approval to service customers outside your territory upon 30 days' prior written notice, and no course of conduct outside your territory will be construed as expanding your territory.

Options to Acquire Additional Franchises

You do not receive the right or option to acquire additional franchises.

Our Rights and Your Rights to Use Channels of Distribution in Your Territory

We reserve the right to develop other programs or business models and you understand and agree that we do not have any obligation to offer those programs or business models to you except as developed for the system.

We and our affiliate reserve the right to market, sell, and distribute products and services under the Gorilla Property Services® brand and other brands both within and outside your territory using distribution channels, such as through the Internet, websites, social media, apps, direct marketing, telemarketing, catalogs, national accounts, co-branding with other outlets, etc. We do not pay you for soliciting or accepting orders for any products or services under the Gorilla Property Services® brand through these channels inside your territory. You do not have the right to sell products or services through other channels of distribution, including the Internet, apps, or social media.

Our Previous Activities in Your Territory

In the past, we or an affiliate have used one or more of the following distribution channels to sell and distribute products and services in your territory under the Gorilla Property Services® brand: websites, apps, social media, direct marketing.

National Accounts

We reserve the right to sell, market and distribute the Gorilla Property Services® products and services to National or Regional Accounts, both within and without your territory. A "National or Regional Account" includes home shows, trade fairs, sporting arenas, convention centers, exhibitions and exhibition halls, and online product sales of related industry products. You are not compensated for work we perform or sales we make for national accounts.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises, or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark.



ITEM 13 TRADEMARKS

Non-Exclusive Grant of the Trademark

Under the franchise agreement, we grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Gorilla Franchise Services Ltd. and us in 2019, we were granted the right to use and sublicense the trademarks for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. The license may be terminated only for our uncured material defaults; however, all franchisees in good standing will be able to continue to use the licensed marks through the end of their respective then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register or the mark has not been filed for registration, but we claim common law rights in the mark. All required affidavits and renewals have been filed.

Registration	Word or Design Mark	Registry	Registration Date	Status
6,660,096	 (design mark)	Principal	March 1, 2022	Registered
6,594,457	GORILLA PROPERTY SERVICES (word mark)	Principal	December 21, 2021	Registered
6,660,163	GORILLA PROPERTY SERVICES (word mark)	Principal	March 1, 2022	Registered

Registered Domain Names

We have registered, among many others, the Uniform Resource Locators (domain names) <https://gorillapropertyservices.com>. You may not register or own a domain name, social media account, email account, etc., using our trademark or any derivative of our trademark in a domain name, and you may not create or register any domain name, social media, email, etc., in connection with your franchise business or the franchise system without our prior written permission.

Use of the Trademark

You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no rights to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark, or we require you to use a different trademark.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.



Superior Prior Rights and Infringing Uses

We are unaware of any superior rights in, or infringing uses of, the trademarks that could materially affect your use of the trademarks in your territory.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We have the right to control any administrative proceedings or litigation involving the trademarks, and you must proceed in strict coordination and oversight by us. We will have the discretion to take the action we deem appropriate. The franchise agreement does not require us to take any affirmative action when we are notified of such uses or claims.

We are not obligated to protect any rights that you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademarks. We are not required to defend or indemnify You for expenses or damages if You are party to an administrative or judicial proceeding involving the licensed trademarks

You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us. In the event of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, it becomes necessary to change the trademarks, you must immediately adopt the new or revised trademarks supplied by us. Should this unlikely event happen, our maximum liability, including for any purported goodwill, is to reimburse you for the actual out-of-pocket costs of changing any branding (e.g. business cards, stationary, car wrap, etc.).

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals or any copy we have created with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent or affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we, or our franchisees, develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us. We or an affiliate may develop software or apps. If so, we claim copyright protection on all such items.

You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, at our reasonable discretion.

Proprietary Information

You may use the proprietary information in our manuals in connection with the system and only during the term of your franchise agreement. The manuals may not be copied and may not be used for any purpose outside the scope of the franchise agreement. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. Portions of the



“system,” including certain processes, customer lists, vendor agreements, etc. are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees and contractors only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Under a license agreement entered into between Gorilla Franchise Services Ltd. and us in 2019, we were granted the right to use and sublicense the patents, copyrights, and other intellectual property for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. The license may be terminated only for our uncured material defaults; however, all franchisees in good standing will be able to continue to use our intellectual property through the end of the then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, manuals, or challenge to your use of any of our other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate.

We are not required to defend or indemnify you for any damages from any proceeding based on patents or copyright. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights.

Government Determinations Regarding Patents and Copyrights

There are presently no effective determinations by the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding a patent or copyright. There are no agreements currently in effect that significantly limit our rights to use or license the use of any patent or copyright.

Infringing Uses

There are presently no known infringements of the copyrights or patents.

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

Participation and “On Site” Supervision

We recommend but do not require on-site or full-time supervision or participation by your operating principal, who must be your principal point of contact with us. Unless your operating principal will act as the full-time manager of the franchise business, your operating principal is not required to work a certain or minimum number of hours. However, your operating principal must work sufficient hours to operate your franchise or supervise your managers so that your franchise business is operating at maximum capacity and efficiency.

Your operating principal must also conduct frequent inspections of the franchise business to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance of vehicles, trailers, and equipment, and compliance with our approved methods.



Who Must Attend and Successfully Complete Initial Training

Your operating principal and your designated managers, if other than your operating principal, are required to attend and successfully complete our training program prior to opening your franchise business.

Restrictions on On-Premises Supervisor

The only limitation on who you hire as manager is that he or she must have industry experience at a level satisfactory to us and he or she must successfully complete initial training. Your manager is not required to have an equity interest in the franchise business.

No Competing Enterprises

Neither you, your operating principal, nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal must sign our standard principal brand protection agreement agreeing to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17.

Required Operations

You must operate the franchise business at least five days per week (Monday through Friday) during normal business hours (typically 8:30 am to 5:30 pm) throughout the year as designated by us (unless otherwise prohibited by law of your state or waived in writing by us) but, depending on your market or location and changes to the system, you may be required to operate 7 days a week.

Personal Guarantees

All individuals with any ownership interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing and only to those customers within your territory. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you will be required to offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all our products and services.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Section 2.1	The term is 5 years. The franchise term will begin upon signing the franchise agreement



Provision	Section in Franchise or other Agreement	Summary
b. Renewal or extension of the term	Section 2.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement. If you are in good standing at the end of the franchise term, you can enter into a successor franchise agreement for an additional term of 5 years. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c. Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default with us or any vendors or suppliers, pay a successor franchise fee, and sign our then-current franchise agreement. When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of whether or not you intend to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law).
d. Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement. If we materially breach the franchise agreement you may have the right to terminate the agreement based on our material breach, provided you first give us written notice of the breach and allow 60 days to cure the breach. However, some states may allow you to terminate as permitted by state law.
e. Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f. Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below). Subject to applicable state law.
g. “Cause” defined – curable defaults	Paragraphs 11.1 P-Z	You have between 24 hours and 30 days to cure certain material defaults of the franchise agreement. Subject to applicable state law.
h. “Cause” defined - non-curable defaults	Paragraphs 11.1 A-O	Non-curable defaults include insolvency, bankruptcy, conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, etc. Subject to applicable state law.
i. Franchisee’s obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc. (see also (r) below). Subject to applicable state law.
j. Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.



Provision	Section in Franchise or other Agreement	Summary
k. "Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all your assets, etc. Subject to applicable state law.
l. Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval. Subject to applicable state law.
m. Conditions for franchisor approval of transfer	Sections 14.3 - 14.7	No assignment during first 2 years of operations. Conditions to transfer include you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for the new transferee arranged, new transferee signs the then-current franchise agreement, and a release is signed by you, etc. You must also coordinate with the transferee to ensure franchise business coverage during the transferee's initial training. These conditions are subject to applicable state law (see state specific addenda).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14.8	You must provide us with a right of first refusal before seeking any sale or transfer of your franchise business or its assets. We will have 20 days to exercise our option to purchase your franchise business or its assets and the transaction must be completed within 180 days of our notification.
o. Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.11	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value; such option must be exercised within 30 days of termination. Subject to applicable state law.
p. Death or disability of franchisee	Section 14.9	Within 180 days of death or disability of your majority owner or operating principal, your personal representative must be approved, and a new operating principal and/or a new manager must be trained, if applicable, or franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained manager is in place for which fees will apply.
q. Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. Non-competition provisions are subject to state law.



Provision	Section in Franchise or other Agreement	Summary
r. Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory or within 15 kilometers or 9.4 miles of your territory, or within 15 kilometers or 9.4 miles of any other Gorilla Property Services® franchise, company or affiliate owned Gorilla Property Services® business (including after assignment). If you compete within the time period, then this non-compete time period will be tolled and extended for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot on your own behalf or on behalf of a competing business solicit, divert, or attempt to divert any business or customer of your franchise business that you serviced or with whom your business interacted during your term as a Gorilla Property Services®, from us, an affiliate, or our franchisees, or injure our goodwill.
s. Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t. Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this franchise disclosure document, its exhibits and amendments. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes there must be a face-to-face meeting, mediation and arbitration.
v. Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Vancouver, British Columbia, Canada or the city and province where our then-current headquarters is located (subject to applicable state law).
w. Choice of Law	Sections 19.1 and 19.5	British Columbia, Canada law, Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the International Commercial Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

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



ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

The below table is an historic performance representation for 32 of our Canadian-based franchisees that were open and operating for the full 2024 calendar year as of December 31, 2024. 6 Canadian-based franchisees signed franchise agreements in 2024 and because they were not open for the entire calendar year, are not included in this Item 19. We also have not included information on our single US-based franchisee located in Henderson, Nevada because this franchise was signed as a test market and is not required to report or pay royalties; therefore, there is no information from which we can base a financial performance representation.

The table sets forth the total, average, median, highest, and lowest Gross Revenue figures for 2024. Canadian franchisees operate businesses that are substantially similar to those that will open in the U.S., with substantially similar performance results, parity pricing per service (e.g. \$250 CAD and \$250 USD for the same service), and no material differences between the data of the two groups other than the currency and potential tax rate differences.

Two of our franchisees own multiple territories but report one sales number to us for all of their territories. Of these two franchises, both own two territories each. Each of these franchises' total sales have been represented as a single franchise location for purposes of the tables below, and have been represented in a single table, as Table No. 2.

All dollar amounts are presented in CAD and USD. Canadian dollar amounts reflect actual figures as of December 31, 2024. U.S. Dollar (USD) amounts have been converted from CAD using the exchange rate in effect on Dec 12, 2025, of 0.72 USD.

Canadian Franchisees January 2024 through December 2024

Table No. 1

	CAD	USD
Number of franchisees in range	32	32
Total gross revenue	\$10,028,981.01	\$7,242,098
Gross Revenue per Franchisee		
Average gross revenue including multi-unit owners reporting one total number	\$313,405.66	\$226,316
Median gross revenue including multi-unit owners reporting one total number	\$221,368.06	\$159,854
Number and percent of franchisees at or above average gross revenue	9/28%	



Highest gross revenue	\$1,305,911.57	\$943,021
Lowest gross revenue	\$52,187.00	\$37,685.10
Average gross revenue of top 25%	\$662,547.82	\$478,437
Median gross revenue of top 25%	\$535,061.78	\$386,377
Number and percent of franchisees at or above average of top 25%	4/50%	
Highest gross revenue of top 25%	\$1,305,911.57	\$943,021
Lowest gross revenue of top 25%	\$465,900.78	\$336,435
Average gross revenue of bottom 25%	\$129,270.21	\$93,348.2
Median gross revenue of bottom 25%	\$144,808.43	\$104,569
Number and percent of franchisees at or above average of bottom 25%	6/75%	
Highest gross revenue of bottom 25%	\$165,632.01	\$119,606
Lowest gross revenue of bottom 25%	\$52,187.00	\$37,685.10

The below chart represents Gross Revenue figures for two of our franchisees with multiple territories. Each franchisee owns two territories. One franchisee had a territory reporting revenue for the full year and the other territory is for 11 months of revenue. The other franchisee had a territory reporting revenue for the full year and the other territory is for 5 months of revenue.

**Canadian Franchisees -2 Multi-Unit Combined Figures
January 2024 through December 2024**

Table No. 2

	CAD	USD
Number of franchisees in range	2	2
Total gross revenue	\$407,430.76	\$295,397
Gross Revenue		
Average gross revenue for multi-unit owners reporting one total number	\$203,715.38	\$147,698
Median gross revenue including multi-unit owners reporting one total number	\$203,715.38	\$147,698
Number and percent of franchisees at or above average gross revenue	1/50%	
Highest gross revenue	\$211,954.76	\$153,672
Lowest gross revenue	\$195,476.00	\$141,725

The following two tables (Table No. 3 and Table No. 4) are an historical representation based on data for 6 of our franchisees. We requested profit and expense information from all of our Canadian franchisees, and only 6 sent back complete information and we have used that information. Of the 6 franchisees, 2 have been in business for 6 years, 3 have been in business for 5 years, and 1 has been in



business for 18 months. We are providing all the information provided to us and represents the entire subset of respondents. The information is for the time period of January 1, 2024, through December 31, 2024.

The first table represents the gross profit margin for the 6 franchisees and the second table shows the average and median p&l for the same 6 franchisees.

Table No. 3

Gross Profit Margin		
	CAD	USD
Average gross profit margin	49%	
Median gross profit margin	49%	
Number and percent franchisees at or above average gross profit margin	4/67%	
High in calculating the average gross profit margin	\$1,321,184	\$957,889
Low in calculating the average gross profit margin	\$300,650 CAD	\$217,978 USD

Table No. 4

January 1, 2024 – December 31, 2024		
PROFIT & LOSS		
	Average	Median
Total Income	\$666,233 CAD \$483,034 USD	\$512,827 CAD \$371,811 USD
High income used to calculate average: \$1,321,184 CAD/\$957,889 USD		
Low income used to calculate average: \$300,650 CAD/\$217,978 USD		
Number and percent of franchisees at or above average total income: 2/33%		
Cost of Goods Sold	\$346,508 CAD/\$251,226 USD	\$267,064 CAD/\$193,628 USD
High cost of goods sold: \$207,120 CAD/\$150,167 USD		
Low cost of goods sold: \$40,981 CAD/ \$29,712.2 USD		
Number and percent of franchisees at or above average COGS: 2/33%		
Gross Profit	\$319,724 CAD/ \$231,807	\$245,763 CAD/ \$178,184
High gross profit: \$781,433 CAD/ \$566,557 USD		
Low gross profit: \$152,236 CAD/ \$110,375 USD		
Number and percent of franchisees at or above average gross profit: 2/33%		
Expenses		
Bank Fees & Service Charges	\$7,006 CAD/ \$5,079.51 USD	\$4,696 CAD/ \$3,404.71 USD
High bank fees: \$11,847 CAD/ \$ 8,589.35 USD		
Low bank fees: \$1,529 CAD/ \$1,108.56 USD		
Number and percent of franchisees at or above average bank fees & service charges: 3/50%		
Advertising Fund	\$5,324 CAD/ \$3,860.02 USD	\$4,865 CAD/ \$3,527.24 USD
High advertising: \$7,176 CAD/ \$5,202.77 USD		
Low advertising: \$4,788 CAD/ \$3,471.41 USD		
Number and percent of franchisees at or above average advertising fund: 1/17%		
Royalties	\$35,919 CAD/ \$26,042.1 USD	\$28,672 CAD/ \$20,787.90 USD
High royalties: \$59,403 CAD/ \$43,068.50 USD		
Low royalties: \$15,265 CAD/ \$11,067.50 USD		



Number and percent of franchisees at or above average royalties: 2/33%		
Insurance	\$11,360 CAD/ \$8,236.26 USD	\$8,559 CAD/ \$6,205.47 USD
High insurance: \$21,426 CAD/ \$15,534.30 USD		
Low insurance: \$366 CAD/ \$265.36 USD		
Number and percent of franchisees at or above average insurance: 3/50%		
Legal & Accounting Services	\$8,520 CAD/ \$6,177.20 USD	\$8,489 CAD/ \$6,154.72 USD
High legal & accounting: \$12,099 CAD/ \$8,772.05 USD		
Low legal & accounting: \$2,850 CAD/ \$2,066.32 USD		
Number and percent of franchisees at or above average legal & accounting: 3/50%		
Licenses & Permits	\$140 CAD/ \$101.50 USD	\$120 CAD/ \$87.00 USD
High licenses & permits: \$599 CAD/ \$434.29 USD		
Low licenses & permits: \$0 CAD/ \$0 USD		
Number and percent of franchisees at or above average licenses & permits: 2/33%		
Office Supplies	\$7,327 CAD/ \$5,312.24 USD	\$7,618 CAD/ \$5,523.23 USD
High office supplies: \$14,759 CAD/ \$10,700.60 USD		
Low office supplies: \$950 CAD/ \$688.77 USD		
Number and percent of franchisees at or above average office supplies: 3/50%		
Telephone & Call Centre	\$4,288 CAD/ \$3,108.90 USD	\$2,344 CAD/ \$1,699.45 USD
High phone & call centre: \$7,440 CAD/ \$5,394.17 USD		
Low phone & call centre: \$1,699 CAD/ \$1,231.81 USD		
Number and percent of franchisees at or above average phone & call centre: 3/50%		
Auto	\$47,071 CAD/ \$34,127.60 USD	\$36,080 CAD/ \$26,158.8
High auto: \$151,159 CAD/ \$109,59 USD		
Low auto: \$6,919 CAD/ \$5,016.43 USD		
Number and percent of franchisees at or above average auto: 2/33%		
Uniforms	\$846 CAD/ \$613.37 USD	\$1,385 CAD/ \$1,004.16 USD
High uniform: \$2,770 CAD/ \$2,008.31 USD		
Low uniform: \$0 CAD/ \$0 USD		
Number and percent of franchisees at or above average uniforms: 2/33%		
Small Tools & Supplies	\$11,090 CAD/ \$8,040.51 USD	\$5,759 CAD/ \$4,175.41 USD
High tools & supplies: \$20,930 CAD/ \$15,174.70 USD		
Low tools & supplies: \$0 CAD/ \$0 USD		
Number and percent of franchisees at or above average tools & supplies: 3/33%		
Total Expenses	\$138,891 CAD/ \$100,699 USD	\$108,587 CAD/ \$78,728.10 USD
Net Income	\$180,834 CAD/ \$131,109 USD	\$137,176 CAD/ \$99,455.80 USD
High net income used to calculate average: \$509,947.39 CAD/ \$369,724 USD		
Low net income used to calculate average: \$58,811.20 CAD/ \$42,639.50 USD		
Number and percent of franchisees at or above average net income: 1/17%		

The following table shows a 5-year growth chart and includes revenue for each calendar year since 2020. We have included revenue for 2025 through September. Since December 2024, our Canadian system has increased from 32 franchises to 43 active franchises.

Table No. 5

5 Year Growth Chart			
Year	Revenue (in CAD)	Revenue (in USD)	% Increase over last year
2020	\$3,054,289	\$2,214,430	68%
2021	\$4,633,991	\$3,359,750	52%
2022	\$6,982,003	\$5,062,113	51%



2023	\$8,765,834	\$6,355,431	26%
2024	\$10,573,974	\$7,666,374	21%
2025 (as of Nov 30, 2025)	\$12,053,549	\$8,739,100	

NOTES: Unless otherwise specified, the following definitions apply in this Item 19:

- “Gross Revenue” means the total of all sales of all goods and services sold, traded, bartered, or rendered by you and income of every kind and nature, including the value of a trade or other bartering, arising from your franchise business and tangible property of every kind sold by you during the term of the franchise agreement. Gross Revenue also includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. “Gross Revenue” excludes bona fide credits or returns and excludes amounts paid by you for sales or use taxes on the sale of any products or services.
- “Gross Profit” means the percentage of Gross Revenue remaining after subtracting the following from Gross Revenue: labor costs, royalties, and sales center, National Advertising Fund fees, and technology fees. Material costs (including Christmas lights) are not included in the definition of “Gross Profit.”
- “Average” means the sum of all data points in a set, divided by the number of data points in that set.
- “Median” means the data point that is in the center of all data points used. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the 2 numbers in the middle, adding them together, and dividing by 2.
- “Net Income” means the profit after expenses.
- “Total Income” means income before any expenses.
- The earnings claims figures do not reflect the 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 franchise business. Franchisees or former franchisees listed in this disclosure document, may be one source of this information.

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

The information in this Item 19 was taken from financial statements from our Canadian franchisees. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Gorilla Franchising USA, Inc. does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations 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 the franchisor's management by contacting Chrystal O'Leary –Accounting, Gorilla Franchising USA, Inc., 778-688-5306, chrystal@cobooks.ca, the Federal Trade Commission, and the appropriate state regulatory agencies.



ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised ¹	2023	1	1	+0
	2024	1	1	+0
	2025	1	1	+0
Company Owned	2023	0	0	+0
	2024	0	0	+0
	2025	0	0	+0
Total Outlets	2023	1	1	+0
	2024	1	1	+0
	2025	1	1	+0

¹ This is a test market franchisee and is treated differently than you would be treated and has different requirements than you will have.

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Nevada	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1



Table No. 4
Status of Company-Owned Outlets²
For Years 2023 to 2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings as of September 30, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Florida	0	0-5	0
Georgia	0	0-2	0
Texas	0	0-6	0
Total	0	0-13	0

List of Franchisees

Exhibit “C” contains a list of our current franchisees. Exhibit “C” also contains a list of franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date. If you buy this franchise, your contact information and financial information may be disclosed when you leave the franchise system.

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this item.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on September 30 of each year. Attached as Exhibit “B” are our audited financial statements dated September 30, 2025, September 30, 2024, and September 30, 2023, and unaudited interim financials dated as of November 30, 2025.



ITEM 22 CONTRACTS

We have attached the following contracts: as Exhibit “A,” the Franchise Agreement and its Exhibits; including Exhibit “A-9” as Franchisee’s Report; as Exhibit “G,” the Certificate of Independent Legal Advice; as Exhibit “H,” the Form Release Agreement; and as Exhibit “I,” the Extended Non-Disclosure Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23 RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Gorilla Franchise Services USA at 3844 Parri Rd, Sorrento, BC V0E2W0, Canada, or by emailing it to us at info@gorillapropertyservices.com.



**ADDENDUM TO THE GORILLA PROPERTY SERVICES® FDD
STATE REGULATIONS**

**SCHEDULE "A-1"
TO THE FDD**



STATE REGULATIONS FOR THE STATE OF CALIFORNIA

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.

Owners of the franchise may be required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

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 at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.
2. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.
3. 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.)
4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
6. The franchise agreement requires binding arbitration. The arbitration will occur at Vancouver, British Columbia, Canada with the costs being borne by you for travel to, and lodging in, Vancouver, British Columbia, Canada and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The franchise agreement requires application of the laws of the Province of British Columbia, Canada. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.
8. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. Neither franchisor nor any person listed in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling this or these persons from membership in such association or exchange.
10. Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed modification of an existing franchise.
11. Our website at www.gorillapropertyservices.com has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the



website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov

12. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

13. **Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy.** 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.

14. California's Franchise Investment Law (Corporations Code section 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.

15. 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.

16. Franchisees owners 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.

17. Item 6 under Late Fees is amended to include the following: "The highest interest rate allowed in California is 10% annually."

18. Item 19 is amended to include the following:

"The financial performance representations do not reflect the 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 franchised business. Franchisees or former franchisees, listed in this offering circular, may be one source of this information."

19. 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.

20. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

21. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10



C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of \$122,000 with Swiss Re Corporate Solutions America Insurance Corporation and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.



INFORMATION FOR RESIDENTS OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant St., 2nd Floor
Honolulu, HI 96813



SCHEDULE 2

ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The Hawaii 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. Hawaii Revised Statutes, Title 26, Chapter 482E, Section 482E-6 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with Hawaii law, the law will control.
3. 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.)
4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Hawaii law.
5. The franchise agreement requires application of the laws of the State of Utah. This provision may not be enforceable under Hawaii law.
6. The franchise agreement requires *you* to purchase certain goods from designated sources of supply. This provision may not be enforceable under Hawaii law unless such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds.
7. Upon termination or refusal to renew the franchise, Hawaii law requires that the franchisee be compensated for the fair market value of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to the remedies provided in this paragraph, shall compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any monies due the franchisor.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
9. The disclosure document and franchise agreement are amended to conform to the following: "Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the Franchise Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business."

Effective Date _____



ADDENDUM TO THE FDD FOR THE STATE OF ILLINOIS

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.

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

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

Item 5 of the Disclosure Document is amended to add the following:

The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the Illinois Attorney General's Office based on the franchisor's financial condition.



STATE REGULATIONS FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

“Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney’s fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee’s right to a trial on any of the above matters.”

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.



**STATE FDD ADDENDUM
FOR THE STATE OF MARYLAND**

ITEM 17 of the Disclosure Document is amended to add the following:

- The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- 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 rights 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 legal enforceable.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.
- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 5 of the Disclosure Document is amended to add the following:

The franchisor has agreed to post a surety bond pursuant to § 14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland.



STATE REGULATIONS FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

Minnesota statute Sec. 80C.21 and Minnesota 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 or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.
5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.
6. Any limitation of claims must comply with Minn. Stat. Sec. 80C.17, subdivision 5.



7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of \$30 on service charges.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.
9. Items 5 and 7 of the Disclosure Document is amended to add the following: "The franchisor has agreed to post a surety bond pursuant to the Minnesota Franchise Act, as a condition of its registration to offer and sell franchises in Minnesota."

Franchisee (Signature)



**STATE REGULATIONS
FOR THE STATE OF NEW YORK**

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 E 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 ANYTHING IN THIS 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, the following applies 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 that is 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 years 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; this proviso intends 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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 earliest 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.



STATE REGULATIONS FOR THE STATE OF NORTH DAKOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Item 17 of the Disclosure Document is amended as follows:
 - No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law Section 51-19-09.
 - In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.
 - The statute of limitations under North Dakota Law will apply.
 - Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
 - A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
 - In the event of a conflict of laws, North Dakota Law will control.
 - Franchisee may not assent to a waiver of rights to a jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.
 - The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.
 - The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of the courts outside North Dakota is deleted.
 - The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.
2. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise agreement 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. Item 5 to the Disclosure Document is amended as follows:

The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the North Dakota Insurance & Securities Department based on the franchisor's financial statements.



STATE REGULATIONS FOR THE STATE OF RHODE ISLAND

The following language applies to any franchise agreement issued in the State of Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act dictates that, "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act."

Section 19-28.1-15 of the Rhode Island Franchise Investment Act states that, "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by a right provided by this Act or a rule or order under this Act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act."



**STATE REGULATIONS
FOR THE STATE OF SOUTH DAKOTA**

ITEM 5 of the Disclosure Document is amended to add the following:

“The franchisor has agreed to post a \$30,000 surety bond. This surety bond requirement is imposed by the South Dakota Securities Regulation Office based on the franchisor’s financial statements.”



STATE REGULATIONS FOR THE COMMONWEALTH OF VIRGINIA

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, any 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 recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Gorilla Franchising USA, INC., for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

Under 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 and area developer 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.

Under 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 and area developer 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.

The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the Virginia Division of Securities and Retail Franchising based on the franchisor's financial condition.



WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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

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

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

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

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



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

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

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

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

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

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

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



The undersigned parties do hereby acknowledge receipt of this Addendum.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative



ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.
2. The following shall apply to Franchise Agreements in the State of Wisconsin:
 - a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
 - b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.



**EXHIBIT “A”
TO THE FDD
FRANCHISE AGREEMENT**





FRANCHISE AGREEMENT

By and Between

GORILLA FRANCHISING USA, INC.

and

(Franchisee)

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This Agreement and the Schedules and Exhibits attached hereto are subject to the copyright of The Franchise & Business Law Group, LLC



**GORILLA PROPERTY SERVICES®
FRANCHISE AGREEMENT**

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**GORILLA FRANCHISING USA, INC.
FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of _____ by and between **GORILLA FRANCHISING USA, INC.** a Wyoming corporation ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and _____ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a commercial and residential property-maintenance service business known as Gorilla Property Services®, utilizing the Marks and System, and offering to the public commercial and residential property-maintenance services and other related products and services ("Franchise Business"); and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

**ARTICLE I
AWARD OF FRANCHISE**

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable, personal right to establish and conduct a Franchise Business as a Gorilla Property Services® franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only within Your Territory listed on Exhibit "A-1" ("Territory"). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in this Agreement, during the term of this Agreement, and so long as You are not in default of this Agreement, We will not establish or operate a traditional company-owned outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement. You are granted a protected territory with a population base of 200,000 people; however, We also factor in the number of commercial versus residential properties, population density and similar factors.

1.1.2 Territory Adjustment. We have the right to adjust the boundaries of Your Territory if the population in the Territory increases or decreases by 25% or more as measured from the date of this Agreement. We also have the right to adjust the boundaries of Your Territory based on inadvertent error in the creation of Your Territory, or in an effort to more accurately reflect the target population after Your Territory has been selected and approved, or for other reasons that We may specify from time to time in the Manuals.

1.2 Scope of Franchise Operations. Throughout the term of this Agreement, You must at all times comply with Your obligations hereunder and must continuously operate Your Franchise Business and use Your best efforts to promote Your Franchise Business. You are prohibited from providing services to customers within another franchisee's territory. However, if there is no franchisee in a customer or client's location, You have the right to provide services to those customers and clients upon receipt of Our approval.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Gorilla Property Services® businesses outside the Territory; 2) to operate and license others to operate



businesses anywhere that do not operate under the Gorilla Property Services® brand name; and 3) to use the Marks and other marks in connection with the manufacture and sale of products at wholesale and at retail.

1.4 Rights to Use Channels of Distribution. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. We and Our affiliates expressly reserve the right to Market, sell and distribute products and services under the Gorilla Property Services® Marks and under other brands or trademarks in Your Territory and elsewhere using Marketing strategies and distribution channels Including websites, the Internet, Social Media, apps, direct marketing, telemarketing, and co-branding with other outlets. We may also provide You the right to use such Marketing and distribution channels as further set forth in this Agreement and as otherwise directed and pre-approved by Us in writing. We do not pay You for soliciting or accepting orders for any products or services We or Our affiliates make inside Your Territory.

1.5 Restriction of Territory Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business in the Territory, do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement and Our Manuals. You may only service customers within Your Territory unless otherwise pre-approved by Us in writing. You are not permitted to sell to customers in another franchisee's territory. Nonetheless, You may provide approved services outside of Your Territory if such territory has not been granted to another franchisee or is not a company owned territory. However, no permanent rights will be granted in any area where You Market or service customers. We may revoke Our approval at any time, and We may sell a franchise or develop a corporate or affiliate operation in any area outside of Your Territory where You were granted permission to Market and/or service customers. Additionally, if You develop customers in an area that is later granted to another franchisee, those customers and orders will be transferred to that franchisee.

1.6 National or Regional Accounts. We expressly reserve the right to sell, market and distribute the Gorilla Property Services® products and related products, and to provide services to all National or Regional Accounts, both within and without the Territory. We also reserve the right to allow You to manage a National Account in Your Territory. We will designate if and how franchisees will sell or service National Accounts but there is no obligation on Us to provide You with any national accounts or to compensate You for Our providing services to any National Account within Your Territory. A "National or Regional Account" Includes home shows, trade fairs, sporting arenas, convention centers, exhibitions and exhibition halls, and online product sales of related industry products. You are not compensated for work We perform or sales We make for national Accounts.

ARTICLE II TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of five years, unless terminated earlier pursuant to Article XI herein. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of 5 years if all of the following conditions are met at the time You elect to renew: 1) You are not in default of this Agreement; 2) You have timely met material terms and conditions of this Agreement throughout the initial term; 3) You have complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 4) You have timely paid all monetary obligations owed to Us during the term of this Agreement; 5) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; and 6) You give Us written notice whether You intend to renew at least six months and not more than 12 months prior to the expiration date of the term hereof.



Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below) and You will be required to sign Our Successor Franchise Agreement.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term including, any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You will be required to execute Our then-current form successor franchise agreement ("Successor Franchise Agreement"). The Successor Franchise Agreement will include personal guarantees and a general release of all claims against Us (existing at that time) arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement and this Agreement will Terminate at the expiration of the term then in effect. **You acknowledge that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, including terms affecting payments to Us or Our affiliates.** If You fail to sign a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees, including any increased royalties and/or Marketing Fund fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us a non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Successor Franchise Training. In Our discretion, Your Operating Principal and Your designated manager(s) may also be required to attend and successfully complete trainings, certifications and other programs at such times and locations as We specify. You will be required to cover the expense of travel, meals, lodging, and other related costs for such training and certifications.

ARTICLE III INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) as between You and Us, We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property are unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our



Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.3 Use of Marks and System. You have the non-exclusive right to use Our Marks and the System as directed by Us. You shall only use Our Marks licensed by this Agreement and only with the letters “TM,” “SM” or “®,” as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You may not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks or System in any manner, or otherwise take any action (or inaction) that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any intercompany documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your Personnel must be under Your entity name. However, You will be able to use Your assigned DBA on such documents. See Section 3.7 below.

3.3.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System.

3.3.2 Use in Marketing. The use of the Marks in Marketing is set forth in Article X.

3.3.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logos, and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.3.4 No Registration. You cannot make application for registration, domain name, or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names, abbreviation, acronym, or phonetic or visual variation of the Marks, or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.4 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyright Materials except as allowed under this Agreement.

3.5 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information or Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our confidential Information or Intellectual Property licensed hereunder in which We have an interest.

3.5.1 Infringement. We are not required to take any affirmative action when We are notified of such uses or claims, and We are not obligated to protect any rights that You have to use the Confidential Information and Intellectual Property, or to protect You against claims of infringement or unfair competition. However, in the event We do undertake the defense or prosecution of any litigation pertaining to any Confidential Information or Intellectual Property, You must execute any and all documents and do such acts



and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You shall not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property. We are not required to defend or indemnify You for expenses or damages if You are party to an administrative or judicial proceeding involving the licensed trademarks.

3.5.2 In the event of trademark litigation, a decision of the Patent and Trademark Office, or otherwise, it becomes necessary to change the trademarks, You must immediately adopt the new or revised trademarks supplied by Us. Should this unlikely event happen, our maximum liability, including for any purported goodwill, is to reimburse You for the actual out-of-pocket costs of changing any branding (e.g. business cards, stationary, car wrap, etc.).

3.6 Goodwill. All goodwill associated with the Marks and the System belongs exclusively to Us. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.6.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must gather, upload, and/or store all Customer Data as required by Us. To the extent that We do not otherwise have access, You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee, and transaction information, and do-not-contact laws. If We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to calling or texting customers, the sending of emails, or any other transmission of information, Including any anti-spam legislation.

3.7 Use of Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using our Marks as designated by Us, and in the manner required by state law so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time.

3.8 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your Personnel only to the extent necessary to market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.9 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and will obtain Our written approval before using or implementing an Innovation. All Innovations are owned by Us and considered a "work-made-for-hire." If all or part of any Innovation that You create is for any reason deemed not to be a work-made-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation,



and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You shall cooperate with Us in securing these rights. We may also consider an Innovation as part of Our trade secrets. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.10 Association with Causes; Co-Branding. You cannot, in the name of the Franchise Business: 1) donate money, products, or services to any charitable, political, social, religious, or other organization, cause, or position; or 2) act in support of or against any such organization, cause, or position without Our prior written approval. You may not “co-brand” or associate any other business activity with the Franchise Business in a manner which is likely to cause the public to perceive the activity to be related to the brand or System.

3.11 Consent to Use of Likeness and Your Franchise Business. You agree that We have the right to use the likeness (Including photographs or videos containing images) of: You and Your Franchise Business for any purposes relating to the Marketing of the System or Marks. You agree that no compensation will be due to You for such use.

ARTICLE IV CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You are not required to have a separate office or location from which to operate Your Franchise Business (“Premises”). Most franchisees operate their franchise business from a home office. If You have an office location other than Your home, it must be within Your Territory. It will be Your responsibility, at Your sole cost and expense to select Your office location within Your Territory. Your office must not be used for any competing business without Our prior written consent. You must strictly comply with local zoning, and state and federal laws, rules and regulations.

4.2 Commencing Operations. You are required to commence operations not later than one month from signing this Agreement. You must give Us not less than 14 days’ prior written notice of the actual start date. We have the right to inspect Your equipment, storage unit, office and other aspects of Your operations relating to Your compliance with this Agreement prior to opening.

4.2.1 Failure to Commence Operations. If You fail to commence operations as provided above, this Agreement is subject to termination by Us, at Our option.

4.3 Territory Relocation. You are not allowed to relocate Your Territory(ies) without Our prior written approval, which approval may be withheld for any reason. Approval to relocate, if provided will be based upon the same criteria used in approving a new franchisee’s proposed. You must also pay a Fee to Us upon Our approval. Additionally, You must pay Us a relocation Fee to cover Our costs to review and approve the relocation. See Exhibit “A-3.”

4.4 Failure to Meet Deadlines. If You fail to meet a deadline listed in this Article IV and fail to cure, this Agreement is subject to Termination by Us, at Our option.

ARTICLE V FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed in Exhibit “A-1”. Your initial franchise fee is based on the number of Territories You purchase according to the following table:

First Territory	\$49,500
Second Territory	\$40,000



Third Territory	\$35,000
Fourth and Each Subsequent Territory	\$30,000

The initial franchise fee is due in one lump sum at the time of execution of this Agreement and must be paid by wire transfer or certified check. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement exist until the initial franchise fee is paid in full.

5.1.1 Veteran Discount. To honor those men and women who have served our country in the U.S. Armed Forces, if Your Operating Principal is a veteran, We will offer a 10% discount off the initial franchise fee, contingent upon verification of honorable separation. Veteran ID cards, a DD-214, and other documentation are required to provide proof of honorable discharged status. This discount is only for the first territory. Discounts cannot be combined with other discounts.

5.1.2 Additional Franchise Unit Territory(ies) Fee. If you would like to add to the area of a Territory but do not want to purchase an additional Territory, You may add to Your Territory for an additional fee of \$0.25 per additional person population added to Your Territory.

5.1.3 Set-Up Fee. In addition, You are required to pay to Us an equipment set-up fee and an IT set-up fee (see Exhibit "A-3" for the estimated amount). This Fee Includes equipment and tools (skid, chem order, wrap, ladder rack, inside racking, waterfed poles, window hand wash, screen washer, gutter vac and pole, dryer vent cleaning, air compressor, graffiti order). The amount of the set-up fee depends on whether you choose to lease or purchase the skid. If you choose to add snow removal, the set-up fee will be higher and will include additional pieces of equipment and tools for snow removal.

5.2 Royalty. You shall pay Us a non-refundable, on-going royalty as listed in Exhibit "A-3." The royalty is based on Your monthly Gross Sales and there is a minimum royalty amount due and payable regardless of Your Gross Sales amount. The minimum royalty applies after You have been open for six months. The royalty is in consideration of a license to use Our designated Intellectual Property and Confidential Information in accordance with this Agreement and the Manuals, and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Marketing Fees.

5.3.1 National Advertising Fund Fee. You are required to pay to Us a non-refundable ongoing monthly National Advertising Fund Fee listed in Exhibit "A-3" for Our Marketing programs as further described in Section 10.1 below. This amount may increase if We feel, in Our sole discretion that it would benefit the System. We are not required to segregate the National Advertising Fund from our general operating funds.

5.3.2 Local Marketing. Currently there is no local marketing requirement. Upon Our requiring that You undertake local Marketing, You must also allocate and spend an amount of Your Gross Sales for local Marketing and promotion programs every month in Your Territory. This amount is listed in Exhibit "A-3." We reserve the right to increase the minimum local Marketing requirement if We determine, in Our sole discretion, that to do so will be in the best interest of the System, but such increase will not be more than 4% of Gross Sales.

5.3.3 Grand Opening Marketing. You must pay Us a grand opening marketing blitzing and assistance fee of \$15,000 which is due prior to Us 60 days prior to Your grand opening.



5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Payments; Due Date. All Fees must be paid in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account not later than the first day of each month for the previous month's sales. Our current ACH agreement is attached hereto as Exhibit "A-6" and may be modified by Us at any time in Our sole discretion. You must have an active ACH agreement with Us at all times. Before terminating or canceling any active ACH agreement, You must provide a new ACH agreement to Us so that there is no time in which We do not have the ability to automatically withdraw or debit all payments and Fees due and owing to Us. You shall pay all service charges and fees charged to You by Your bank so that We may electronically debit Your bank account. We reserve the right to change the payment due date or require an alternative payment frequency of all royalty, Marketing, and other Fees in the future upon five days prior written notice of such change. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.1.1 Operating Account. You may not have more than one Operating Account associated with the Franchise Business. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You must maintain a minimum of \$15,000 of working capital in Your Operating Account or have at least a \$15,000 line of credit at all times for business emergencies, provided that in any 30-day period, unless You have the required line of credit, the Operating Account may have less than such amount for a period of not more than five days. You are required to provide Us with view-only access to Your Operating Account.

5.4.1.2 Reimbursements. If We undertake payments on Your behalf to any supplier or vendor or other third-party, You must pay to Us, within 15 days of written request by Us, all amounts We have paid on Your behalf.

5.4.2 Late Fees; Insufficient Fund Fee. You will be charged a late Fee if a required Fee, payment to Us or an affiliate, or report is not timely received by Us or an affiliate, and You will be charged per bounced check or insufficient funds transfer. See Exhibit "A-3." These fees are due upon demand and the amounts may be adjusted by Us from time to time in the Manuals.

5.4.3 Interest. In addition, all Fees not paid when due will be assessed and accrue daily interest from the due date to the date of payment, both before and after judgment at the rate set forth on Exhibit "A-3", or the maximum rate allowed by law, whichever is less. In no event will any amount be charged as interest or late fees that otherwise exceeds or violates any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.4 Sales or Use Tax. If there is hereafter assessed any nature of sales tax or use tax or other tax on Fees that You pay to Us or is levied on Us, You shall also pay Us the applicable tax when invoiced. This includes without limitation any GST/PST/HST tax that may be imposed.

5.5 Financial Statements and Reports. You shall submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
Gross Sales Report	First day of each month, or as otherwise designated by Us.	This report must Include the prior month's sales of the immediately preceding month showing all monies received or accrued, sales or other services performed and such other information concerning Your financial affairs, as We may reasonably require.



TYPE OF REPORT	DUE DATE	REMARKS
Quarterly Profit and Loss Statement	Quarterly statements are due within 30 days after the end of each three consecutive month period, or as otherwise designated by Us.	Must be in the format and Include the line items as required by Us.
Annual Profit and Loss Statement and Statement of Retained Earnings	Within 60 days of the end of each fiscal year, or as otherwise designated by Us.	Must be in the format and Include the line items as required by Us.
Annual Statement of Gross Sales	Within 60 days of the end of each fiscal year, or as otherwise designated by Us.	This is a complete financial statement for the preceding calendar year, Including profit and loss statement and balance sheet that must be prepared by an accountant in accordance with generally accepted accounting principles
Monthly, Quarterly, and Annual Tax Returns	Within 30 days of filing or the due date (whichever is earlier).	You must provide a copy of all returns, schedules, and reports filed for income, corporate, and sales tax purposes.
Other Reports	Upon request	Those additional reports that We may from time to time require, Including sales and cost data and analyses, advertising budget, expenditures, inspection reports, etc.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agents, have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, business bank accounts, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business. You shall provide Us with access to, or copies of, all financial records in the time We require. We are not required to give You advanced written notice of an audit or financial inspection.

5.5.2 Audit of Books and Records. If any audit or investigation discloses a deficiency of amounts owing to Us or Our affiliate, You shall immediately (within two days of receipt of Our notice to You of underpayment) pay Us or Our affiliate the amount of the deficiency, the appropriate fee for late charges, and if the deficiency is 3% or more, You shall reimburse Us for the total expense of the audit or investigation, Including, the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any period, or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than three percent. You agree to immediately and promptly take such steps as be necessary to remedy any defaults in strict accordance with the recommendations of the auditor. Any auditor's report will be final and binding upon the Parties.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. Unless otherwise stated above, the Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, as an alternative to putting You in default, as determined on a case-by-case basis, Including for failure to cure a prior default even if a fine has been imposed,



We may issue You a fine or fines for certain violations of this Agreement and/or the Manuals. See Exhibit “A-3.” The fines are set forth in Our Manuals and are paid to Us to reimburse Us for Our administrative and management costs for Us to address the violation and is not a penalty or estimate of all damages arising from Your breach. If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. These fines are paid to Us to reimburse Us for Our administrative and management costs to address the violation, are not a penalty or estimate of all damages arising from Your breach, and are not Our sole remedy. Our decision to impose, or not to impose, a fine for Your non-compliance does not constitute a waiver of any other right that We may have under this Agreement, Including Termination of this Agreement.

5.10 Call Center & CRM Fee. You shall use Our required call center and pay the monthly fee. In addition, You shall use Our designated software provider for customer relation management and other customer record and communication maintenance for a monthly fee (see Exhibit “A-3”). We may increase these fees to account for new or additional technologies and increased costs.

ARTICLE VI FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business.

(i) Permits and Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business. You shall agree that We have not made, and You have not relied on, any representation that no permits or licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business.

6.1.2 Appearance; Customer Service. You shall perform work competently and in a workmanlike manner; give prompt, professional, courteous and efficient service to the public adhering to the highest standards of honesty, integrity, fair dealing, and ethical conduct; and otherwise operate Your Franchise Business in strict compliance with Our System, policies, practices, and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain, and enhance the reputation and goodwill of Our System. You are required to provide Us with written notice within 24-hours of receipt of any customer complaint. You must promptly respond to all complaints received from Your customers or other individuals and to resolve the complaint in a reasonable business manner. If We are contacted by a customer of Your Franchise Business who lodges a complaint, We reserve the right (but are not required) to address the customer's complaint to preserve goodwill and prevent damage to the Marks. If We pay any reimbursement costs for any customer You serviced, You must pay Us a fee to reimburse Us for Our time and costs (see Exhibit “A-3”). Nothing in this Section or in any other provision of this Agreement is to be construed to impose liability upon Us to any third party for any of Your actions or obligations. We reserve the right to require that Your Personnel comply with any dress code, Mark or other brand-related standards that We may require. Equipment and certain tools and products must be purchased from sources approved by Us.

6.1.3 Signage. The only required signage is Your vehicle wrap. You understand and acknowledge that although You are required to purchase and use a vehicle wrap, You do not own rights to use of the wrap or any signage following Termination.

6.1.4 Training. Your Operating Principal and Your designated managers, if other than Your Operating Principal, are required to attend and successfully complete Our training program at least two weeks prior to opening Your Franchise Business. The length of training is generally four to six days but could be



longer if Your Operating Principal or Your designated manager fails to successfully complete the training. Successful completion will be determined by Our trainers but may include demonstrating knowledge of basic techniques, knowledge of policies and procedures, record keeping, proprietary software system competency, Marketing, and customer service. Failure to successfully complete training is a default of this Agreement. The training instruction is provided by Us without charge for up to four attendees who must include Your Owners, Operating Principal, and manager(s). We may allow You to bring additional attendees with Our prior written consent and for an additional fee listed in Exhibit "A-3." All attendees must attend the same training session. We may also delegate responsibility to deliver any part of the training and support that We are required to provide, to a third-party appointed by Us specifically for such purpose. You must cover the travel, food and lodging costs as well as compensation for Your attendees.

(i) Replacement Training. Any new Operating Principal or managers must be trained and certified by Us within 60 days of hire or taking over as Operating Principal. The Fee for this training is listed on Exhibit "A-3." Depending on availability and advanced written notice, this training may take place at Your location, but more likely the training will take place at or near Our headquarters. You must also cover the travel, food, and lodging for Your attendees or Our representatives, as applicable.

(ii) Annual Manager Training. At Our discretion, once each calendar year, at a time designated by Us, Your Operating Principal and Your designated manager will be obligated to meet with Our representatives at a location specified by Us, for the purpose of discussing and reviewing Your operations, status, financial performance, etc. If We, in Our discretion, determine that such a meeting is necessary, all costs of travel, food, lodging, and Your Personnel salaries, and other expenses will be borne by You. The Fee for this training is set forth on Exhibit "A-3."

(iii) Additional In-Person Training. Depending on availability and advanced written notice, if You would like additional in-person training, We may provide this training to You. We have the right in Our sole discretion to limit additional training to a certain number of days, attendees, and/or representatives at a time. We can also require Your Operating Principal and/or other key Personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business. Our current Fee for additional training is listed in Exhibit "A-3" and is due in advance of the training. For all training, You shall also bear the costs of travel, food, lodging and compensation of Your attendees or Our representatives (as applicable) in connection with training.

(iv) Additional Training Implemented by You. In addition, You are required to implement a training program related to brand and trademark quality control for Your employees in accordance with Our Manuals and all other training programs as may be specified by Us from time to time for which a Fee may be charged. We can also require Your Operating Principal and/or other key personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business.

(v) Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending training.

6.1.5 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Franchise Business must be managed by either Your Operating Principal or a designated manager who will be required to devote their full time (at least 40 hours per week), attention, and best efforts to the management and operation of Your Franchise Business. You must disclose the identity of Your Operating Principal to Us, and You must immediately notify Us in writing if Your Operating Principal is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.



(i) Unless Your Operating Principal acts as the full-time manager of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient inventory, supplies and products and work sufficient hours to operate Your Franchise Business or supervise Your managers and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency. Your Operating Principal must be Your primary contact person with Us.

(ii) Although We do not require Your Operating Principal to be involved in the day-to-day on-the-job management, Your Operating Principal is required to participate in Your Franchise Business as follows: i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the Franchise Business; ii) attend and complete all training and retraining courses required by Us; iii) attend any annual or special meetings of franchisees called by Us; iv) be directly involved in all Personnel decisions affecting the Franchise Business; and v) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and general pleasant appearance and in compliance with Our approved methods.

(iii) Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.7 Operational Hours. You shall operate Your Franchise Business at least five days per week (Monday through Friday) during normal business hours (typically 8:30 am to 5:30 pm) throughout the year and at the hours designated in Your contracts, if any. We reserve the right to require You to operate seven days a week and at the hours We designate.

6.1.8 Upgrades. You are required to Update Your vehicle(s) from time to time as We may reasonably direct, but You will not be required to replace any vehicle more often than every five years, and We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement (except for required changes to the Marks, or changes due to health or government mandates, guidelines, or public concerns, which We may require at any time). We have the right to require You to invest in new or updated equipment and technology at any time. You acknowledge that this obligation is reasonable and necessary to ensure continued public acceptance and patronage to Our brand and to avoid deterioration or obsolescence in connection with the operation of Your Franchise Business. You must complete all such Updates within the time specified by Us in any Update notice to You. You shall also complete any day-to-day maintenance issues as they occur, including repairing dents and rust to Your vehicle(s) and/or trailer(s).

6.1.9 Your Personnel. You shall at all times during the operation of the Franchise Business maintain a staff of trained Personnel sufficient to operate the Franchise Business in compliance with Our brand standards. You acknowledge and agree that You, Your principals, and Your Personnel are not Our or independent contractors. You are solely responsible for the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, directions governing the manner, means, and methods of the performance of duties, work rules, safety, working conditions, and training of Your Personnel. We do not assist You in employment-related decisions, or in creating any policies or terms and conditions related to the management of Your Personnel or their employment. Your Personnel must execute Our then-current form of the Franchise Relationship Acknowledgement attached as Exhibit "A-5."

(i) Sample Employment Manual. We may provide You with a sample employee guide or manual, but it will only be an example of certain employment matters that You may choose to adopt or not. You must use Your own discretion on what policies to implement for Your Personnel based on Your own circumstances and management decisions. The sample manual is not edited or reviewed frequently to stay up to date with current or state specific employment laws and some policies may be outdated or conflict with current existing state or federal employment laws. You must seek Your own legal counsel to determine



those policies that are legally compliant with current employment laws in Your state to draft Your own employee handbook. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.10 Insurance.

(i) **Minimum Limit Requirements.** You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated “A-” or better by A.M. Best & Company, Inc.

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability insurance	\$5,000,000 per occurrence and must include bodily injury, property damage and personal injury liability, contractual liability, and employer’s liability
Commercial Automobile Insurance	At least \$5,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage) on all vehicles used in association with the franchise business
Snow Removal Liability Insurance (only if you offer snow removal)	\$2,000,000 per occurrence and must include bodily injury, property damage, contractual liability, and must contain a severability interest clause and cross liability clause
Government Required Insurances	All workers’ compensation and employment insurance on your employees that is required under all federal and state laws (cannot exclude owner-operators requirement)

(ii) **Policy Requirements.** Other than worker’s compensation, these policies must insure You and Us (Gorilla Franchising USA, Inc., 3844 Parri Rd, Sorrento, BC V0E2W0, Canada) and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance or operation of the Franchise Business wherever it may be located. Your insurance is primary and non-contributory. Any insurance obtained by Us is solely for Our benefit and not for the benefit of You or Your Franchise Business. These policies must include a waiver of the insurer’s right of subrogation against Us and provide coverage for Your indemnification obligations under this Agreement. These policies must stipulate that We will receive a 30-day written notice prior to renewal or termination, and We must receive a 30-day notice of any modifications. Such insurance policies will contain endorsements by the insurance companies waiving rights of subrogation and will stipulate that We receive copies of all notices of termination, cancellation, non-renewal, or coverage reduction or elimination. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time. You must provide proof of all insurance before opening for business.

You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain insurance at Our discretion, and You must reimburse Us the premium costs, plus an administration Fee for Our time (see Exhibit “A-3”). We may periodically increase the amounts of coverage required and/or require different or additional coverage. We have the right to require that You obtain from Your insurance company, and subsequently provide to Us for Our review, a report of claims made and reserves set against Your insurance (commonly known as “loss runs”).

(iii) **Continuation of Policy.** Regardless of the amounts We state above, it is Your responsibility to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement, so that coverage, including any policies that are on a “claims made” basis, which through the purchase of an extended reporting endorsement (i.e., “tail” insurance) will be in effect for acts or omissions that occurred prior to the termination of the policy and are reported within a 24-month period following the end of the policy period.



6.1.11 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot Market prices lower than, or inconsistent with, Our suggested prices and Your pricing must be competitive with Your local market. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.12 Smartphone or Tablet System. At Your expense, You must purchase or lease a smartphone or tablet system and those hardware and software systems designated by Us in strict accordance with Our specifications. If We adopt a different smartphone or tablet system or require You to adopt a computer system or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade, all such items, at Your sole expense. You are required to use GorillaPro. You must provide Us full 24-hour 7 day a week access to GorillaPro and any other software which We may designate, including online access, and the right to “upload” or “download” information to and from all smartphone, tablet, and other systems, and to the information and data contained in them. We can require that You obtain a static IP address from Your internet provider. There is no contractual limitation on Our right to receive information through Your smartphone, tablet, or other systems. You must use any software We designate from time to time. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any smartphone, tablet, hardware or software system (not related to Our or an affiliate’s acts or omissions).

(i) Retention of Records; Accounting Systems. You must record all sales at the time of the sale in Your smartphone or tablet system, or other sales recordation system approved or designated by Us. You must have high speed, broadband Internet access, and data usage at the levels required in the Manuals. You must retain all smartphone or tablet records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, including after the Termination of this Agreement. Any data collected or provided by You, downloaded from Your smartphone or tablet System, or otherwise collected from You by Us or provided to Us, is and will be owned exclusively by Us, and We have the right to use the data in any manner without compensation to You. During the term of this Agreement, You are licensed, without additional compensation, to use such data solely for the purpose of operating Your Franchise Business. This license will automatically and irrevocably expire, without additional notice or action by Us, when this Agreement Terminates.

You must use the accounting software designated by Us. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals. You are currently required to use the QuickBooks® accounting system and You are solely responsible for any fees associated with the use of QuickBooks. We can designate that You subscribe to the online version. You shall provide Us independent, view-only access to Your account.

6.1.13 Conferences and Seminars. At Our discretion, We may hold annual conferences or seminars on a regional or national basis for all franchisees in good standing. If We determine to hold a conference or seminar, attendance is mandatory for Your Operating Principal. The conferences and seminars may be held at various locations chosen by Us. We may conduct additional conferences and/or seminars to discuss information relevant to Your Franchise Business as determined by Us. If any conference or seminar is held, You must pay all Fees associated with such conference or seminar (see Exhibit “A-3”). You will also be required to pay all travel, lodging, food and other expenses for each of Your attendees.

6.1.14 Business Plan. You are required to provide to Us an initial business plan within six months of signing this Agreement. In addition, You are required to annually update Your business plan and submit the updated plan to Us within 90 days after Your fiscal year end.



6.1.15 Required Software; Technology. You must use and pay for all software and other technology and platforms as required by Us, which may be changed from time to time. You must input all required information into Our designated software as set forth in Manuals. You must follow all laws and regulations in storing Customer Data and in submitting information to Us.

6.1.16 Exclusivity. You agree that all business activities conducted within Your Franchise Business will relate exclusively to Our channels and agreements. You may not outsource any part of Your services to a third party, including to another franchisee without Our prior written approval. Any breach of this paragraph 6.1.14 will, in Our sole discretion, result in immediate termination of this Agreement.

6.2 Quality Control.

6.2.1 Correction of Defects. You shall immediately correct defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You must strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, frequently checked by Your Operating Principal to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. Any email account/address that We provide to You belongs to Us, and We have the right to access such email accounts at any time and without notice to You, and You understand and acknowledge that You have no expectation of privacy in assigned email accounts. We also have the right to issue You a different email account/address at Our sole discretion. All Social Media You develop or use must be attached only to the email address We provide to You or that is approved by Us.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift card/certificate, free giveaways, fundraising programs, membership, subscription model, or other discount or incentive program, You are required to implement and honor such programs in Your Franchise Business. With Our prior written permission, You will be allowed to implement a similar program for Your Franchise Business. The method of sales and pooling and reconciling the funds for all such programs will be determined by Us at Our sole discretion as set forth in the Manuals.

(iii) Required Purchases. You must purchase all products, equipment, logoed, branded and other items and supplies from sources designated or approved by Us.

(iv) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals, operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time that We specify. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(v) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of any or all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in-person or through remote access such as



video or live video conferencing. We may conduct inspections without prior notice to You. Our inspections may include Your vehicles, job sites, business records, bank accounts, Venmo (and the like), operating procedures, reports, computer drives, electronic storage devices, tablets, smartphones, account records, tax records, etc., related to the Franchise Business. We also have the right to speak with and interact with Your Personnel, and to remove samples of products, inventory, supplies and materials. Immediately upon Our request, You shall provide to Us video and/or images of the interior and exterior of Your business vehicles and/or trailers, job sites, and any specific pieces of equipment as may be more fully set forth in the Manuals. You will be charged a Fee (see Exhibit "A-3") if You fail to comply with the System after an inspection and notice, and We reasonably determine a re-inspection is necessary.

6.2.3 Interim Management. If We give You notice of default and You fail to cure (or as set forth in Section 14.10), We have the right at Our sole discretion (but not the obligation) to step in to manage Your Franchise Business for up to six months, as We deem advisable for a Fee (see Exhibit "A-3"). This Fee reflects the estimated fair market value of Our services. You shall also pay the cost of Our travel, food, and lodging during this time, and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, and You will continue to pay and remain responsible for all royalties, Marketing Fees and other Fees required by this Agreement. All accounts must remain in Your name during the Interim Management Period, but You agree to add Us or Our representative as a co-signer on certain accounts. You will cooperate with Us in communicating with all vendors and suppliers related to Our interim management.

6.3 Miscellaneous Obligations.

6.3.1 Personal Guarantees. Each Owner of Your Franchise Business with any ownership interest must each personally sign the Guaranty and Assumption of Obligations is attached at Exhibit "A-7" to this Agreement.

6.3.2 Drug Testing. We may require You and Your management employees to submit to random drug testing at the time and place We feel necessary to ensure Your compliance with Our policies regarding drug use in the System; however, We are under no obligation to perform such testing on Our or Your behalf. You are required to provide Us a copy of all drug testing results within 30 days from the time You receive such test results.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You in the day-to-day operation of Your Franchise Business.

6.5 Required Notices. You shall provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, past due payments owing to any vendors, landlords, or past due amounts owing to Personnel.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not in any way, form, or medium, make any negative, disparaging, false or misleading statements, published or made orally, about Us, the brand, or Our officers, Owners, Principals, representatives, Personnel, the System, Our products and services, or other franchisees.

6.7 Annual Minimum Performance Levels; 5-Year Revenue Minimums. Your rights under this Agreement are dependent upon Your achievement of Annual Minimum Performance Levels ("AMPL") on a per-Territory basis as set forth below or as otherwise agreed to in writing between the Parties. The AMPL are calculated on a 12-month basis and will automatically increase by 15% each year for the first 5 years of this Agreement. After five years on an ongoing basis, Your AMPL will be the maximum levels achieved over the initial 5-year period.



i.	AMPL in the first 12 months:	\$75,000
ii.	AMPL in the second 12 months:	\$120,000
iii.	AMPL in the third 12 months:	\$180,000
iv.	AMPL in the fourth 12 months:	\$225,000
v.	AMPL in the fifth 12 months:	\$250,000

(i) 5-Year Minimum Revenues. In addition, you are required to achieve a minimum of \$850,000 in revenues per Territory over the first five years.

(ii) Default. If You do not achieve the minimum AMPL or revenue in Your Territory, You will be given a notice of default and a six-month period to cure by being on pace to achieve the minimum Gross Sales during the following six-month period. If You do not cure within the six-month cure period, We have the right to: (a) terminate this Agreement; (b) terminate your right to the failing territory(ies) while allowing you to maintain the other territory(ies); (c) allow You to continue to operate Your Franchise Business under the terms of this Agreement while We broker the sale of Your Franchise Business; or (d) allow another or additional franchisee to operate in the Territory(ies). If We broker the sale of Your franchise or any Territory(ies), We will be entitled to a fee equal to 25% of the sales price to compensate Us for time and expenses to broker the sale of Your Franchise Business or Territory(ies). You or the buyer will also be required to pay Us the required transfer fee and training fee to train the new franchisee.

6.8 Translation. If required under any federal, state or provincial law, You will, at Your own expense, have any documents translated. You must submit a proposed copy of the translated documents to Us for approval prior to use, and such translation, and any copies thereof (whether or not made in violation of this Agreement), and any copyright claimed by You to such translation will be Our sole and exclusive property and governed by the terms of Article III related to copyrights.

6.9 Notice of Legal Proceedings. You will provide Us with written notice of all legal proceedings or Disputes (defined below in Section 17.2) taken against You within five days of the receipt of such notice to You. This Includes any action or notice by a governmental agency.

6.10 Central Incoming Leads; Lead Distribution. We will utilize a central telephone number and email lead system. You must participate in any such program or system. We will distribute incoming leads to You and other franchisees in the area We determine, in Our sole discretion, that could provide services to customers in a timely manner (if any) equally on a rotating basis. You are prohibited from utilizing or acquiring a separate phone number, facsimile, data or other electronic contact media for Your Franchise Business. If You breach this Section 6.9, We will irrevocably become the owner and rights holder to those accounts. The provider of such services may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), facsimile, data or other electronic contact media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers.

6.11 Security for Payment. You acknowledge and agree that We have the right to offset any amounts which are outstanding against any payments due from Us to You. You further acknowledge that You have various periodic monetary and financial payment obligations to Us which are critical to You holding the rights set out and granted through this Agreement. You agree that late payment, non-payment, or withholding of these payment obligations will be detrimental to the System and to Us.

6.11.1 As a result of the above, You hereby irrevocably pledge as security to Our benefit for the term of this Agreement and thereafter until all financial or monetary obligations due to Us are settled, the following: 1) all stock of the Franchise Business and Your entity; 2) all debtors of the business; 3) content of the Franchise Business, other than stock, Including all set-up items; and 4) all motor vehicles used for any reason in association with or for the Franchise Business.

6.11.2 You agree that You will not, in any way, act in regard to the security other than specifically agreed in this Agreement and may divest ownership thereof only with Our written consent.



6.12 Frustration of this Agreement. For the duration of this Agreement and all times hereafter, You will not frustrate Our rights in terms of this Agreement or render such rights nugatory whether by way of sale or disposal of Your Franchise Business or any part thereof, by the sale of shares, or by any means whatever.

6.13 Non-Delegation of Obligations. You may not outsource any part of Your services to a third party, including to another franchisee without Our prior written approval.

ARTICLE VII FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Business Set Up. We shall provide You with general specifications for the physical aspects of setting up Your Franchise Business, Including providing specifications for Your vehicle wrap.

7.1.1 Suppliers and Products. We shall provide You with a list of specifications and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers. We arrange for delivery of only the equipment and tools ordered with the initial set-up fee, but We do not offer assistance in installation of any item.

7.2 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. However, for problems and training for items purchased from a supplier, You must consult with the respective manufacturer or supplier of those items. Other than the initial training and opening assistance, We are not required to provide additional training to You. If You feel additional training is necessary (such as management training), We will provide such training to You based on advance notice, availability of personnel, and Your payment of a per day per attendee Fee. See Exhibit "A-3." You shall be responsible to cover the cost of travel, food, wages, lodging and other costs incurred by Your trainees or Our representatives, as applicable.

7.3 Initial Training. We shall provide an initial training program for Your Operating Principal and other attendees in the various practices, policies and procedures for operating a Franchise Business. This training will take place at Our US-based training facility, or at a place designated by Us as well as via videos and video conferencing. The training program is described in Paragraph 6.1.4.

7.3.1 Opening Assistance. We do not provide opening assistance to You.

7.4 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials, by consultation (in-person or remote). We have the right to communicate directly with Your Operating Principal, designated managers, and assistant managers concerning operational matters that We reasonably believe affect Our goodwill, Marks, or the System.

7.5 Website Maintenance. We may choose to maintain a website or similar electronic media for the Gorilla Property Services® brand that will Include the business information for Your location/Territory.

7.6 Rebates and Bonuses. We have the right to receive, retain, and collect the full amount of any rebates or bonuses related to Your purchases from any manufacturer or supplier.

7.7 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the six-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.



ARTICLE VIII PURCHASE OF PRODUCTS

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, carry, and sell only those products and services that meet Our specifications and/or that are purchased from Our approved suppliers. You shall timely pay all suppliers, Including Us and Our affiliates for purchased goods and services. The prices, delivery terms, terms of payment, and other terms relating to the sale of such goods and services are subject to change by the supplier (Including Us and affiliates) without prior notice at any time. In no event will We or an affiliate be liable to You for unavailability of or delay in shipment or receipt of merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, or other such causes. A list of approved goods, services, and suppliers may be set forth in Our Manuals, which list We may update from time to time. We may add or discontinue working with any of Our approved suppliers. No goods or services may be added to, altered, or discontinued by Your Franchise Business unless it is first approved by Us in writing. Any additional goods or services that are unique to Your area requires written approval from Us before such goods and/or services are offered. For the purpose of this Article, "goods" means any product, good, inventory, supply item, equipment, tool, item, etc.

8.1.1 Delivery and Installation. For delivery and installation, You are required to work directly with the manufacturer or supplier of these items. We do not assist in delivery or installation of any required or approved purchases.

8.2 Supplier Compensation. We or Our affiliate may derive revenue from the sale of required items and services through mark-ups in prices We charge to You for items and services purchased from Us, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such items and services. No compensation is due to You for revenue, benefits, or discounts that We receive from suppliers. Any monies paid to Us for goods or services are non-refundable.

8.3 Unapproved Suppliers. If You desire to purchase any items or services from an unapproved supplier, or if You would like Us to consider alternative goods, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, and other data to permit Us to ascertain whether any such supplier or good meets Our specifications. We will notify You in writing and within 60 days of completing Our evaluation as to whether that supplier or good has been approved. There is no fee associated with this review; however, We are not required to review any unapproved supplier or good You submit to Us for review. A supplier or good that is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier or good for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers (or good). At Our discretion, We may revoke Our approval of an approved supplier and/or good upon 30 days' prior written notice.

8.4 Maintenance. You shall maintain all vehicles, tools, equipment, etc., of Your Franchise Business in good working order.

8.5 Vehicles. You must purchase or lease at least one vehicle for the operation of Your Franchise Business. Your vehicle, which must be a van unless otherwise approved by Us, must be maintained in good condition and repair with no external damage or unreasonable wear and tear, must not be more than 10 years old, must accommodate all the necessary equipment, must be kept clean and well-maintained at all times, and must be approved by Us. You are solely responsible to provide the required licenses, insurance, maintenance, and upkeep for all vehicles. You may also purchase an enclosed trailer, which must be approved by Us and may require signage, to carry and store your equipment used in Your Franchise Business.

8.5.1 Vehicle Wrap. You shall wrap Your vehicle with a high-quality wrap advertising Your Franchise Business as directed by Us. You shall keep Your vehicle wrap in good condition, free from unsightly



or unprofessional wear and tear. Each vehicle used in the operation of Your Franchise Business must be wrapped no later than 30 days after putting it into operation and must display the approved colors, logos and signage.

8.6 Warranties: Support. You must look to the respective manufacturers or suppliers for issues related to warranties defective products, training and support for any third-party goods purchased for Your Franchise Business. We do not provide any warranty for items purchased from Us.

ARTICLE IX MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will control in the event of a Dispute relative to the contents of the Manuals. You are responsible for frequently checking the Manuals and updates to ensure that You are aware of and compliant with the most up-to-date information and System requirements.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications ("Standards") for the operation of Your Franchise Business. We may change these Standards at Our discretion and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X MARKETING

10.1 National Advertising Fund Fee. You are responsible to pay a monthly National Advertising Fund Fee as set forth above in Exhibit "A-3." The National Advertising Fund is used to maintain and administer a national Marketing and brand development fund for Marketing activities as We, in Our sole discretion, may deem necessary or appropriate to Market and promote the System. You must participate in the National Advertising Fund and all other Marketing programs instituted by Us at any time during the term of this Agreement. We can terminate, suspend, or postpone the fund at any time. Upon termination of the fund, the unused funds will either be returned to those that contributed to the funds, or We will cease to collect new funds while We spend the remainder of the funds.

10.1.1 National Advertising Fund Administration. All moneys received by Us for the National Advertising Fund may be held and administered separately. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement, timing, and allocation of such programs; 4) the composition of all geographic territories and market areas for the development and implementation of such programs; and 5) all other uses of the fund. The National Advertising Fund can be operated through an entity separate from Us and We can assign all of Our rights and duties relating to the National Advertising Fund to that entity. We will not be liable for any act or omission with respect to the National Advertising Fund or otherwise which is consistent with this Agreement, or which is done in subjective good faith. The National Advertising Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the National Advertising Fund and Marketing efforts intended to benefit the System. We have the right to loan money to the National Advertising Fund to cover any deficits. The National Advertising Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement and We disclaim any such relationship.

10.1.2 Use of National Advertising Fund Fees. We may use the National Advertising Fund to offset a portion of direct costs to manage and maintain the National Advertising Fund, including the payment



of staff salaries and other expenses for those groups who may be involved in National Advertising Fund activities; however, any National Advertising Fund monies used for the payment of internal staff and employee expenses will not exceed 25% of the total amount received by Us in any 12-month period. You must participate in all Marketing programs instituted by the National Advertising Fund or by Us, and We may receive payment for providing goods or services to the National Advertising Fund. We reserve the right to use fees from the National Advertising Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally or proportionate in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. Any unused National Advertising Funds in any calendar year will be applied to the following year's fund. You may request (in writing) an unaudited annual report of the previous year's Marketing expenditures once each calendar year so long as the request is made at least 90 days after the end of the calendar year.

10.2 Marketing Materials. We may provide You with physical copies of Marketing materials developed by Us from time to time. Additional physical copies will be made available at cost, plus 10%, plus shipping and handling. You are required to display and maintain new franchisee recruiting materials that We develop from time to time and will provide to You. These recruitment materials are provided at no additional cost to You.

10.3 Your Obligations to Market. You shall participate in all Marketing, email, texting, and other programs as developed and/or directed by Us, including the collection of Customer Data and participation in using and promoting apps, as developed by Us. And You shall use all materials, mediums, and other information made available to You in doing so. Additionally, You are required to Market locally as set forth in Section 5.3.2. You are not permitted to Market or sell to customers in another franchisee's territory or in a territory of Our affiliate(s). Nonetheless, You may Market and sell products and services outside of Your Territory if such territory has not been granted to another franchisee or affiliate. However, if You develop customers in an area that is later granted to another franchisee, those customers and orders will be transferred to that franchisee.

10.3.1 Approval of Marketing. You may develop Marketing materials for Your use at Your cost, but You must submit to Us, prior to publication, copies of all Marketing materials, proposed to be used by You, including any use of the Internet, or other digital, electronic or Social Media along with a description of how it will be used, by what media published, and such other information as may be reasonably requested by Us. All such materials must be approved by Us in advance of use or publication and in writing in accordance with Our Manuals. Submitted Marketing materials will be deemed approved if You do not receive written approval or disapproval within 10 business days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time.

10.3.2 Marketing Compliance. All Your Marketing activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon the brand and System.

10.4 Internet and Social Media. You are required to use Our *gorillapropertyservices* website to promote Your Franchise Business. You may not create a website, apps, or Social Media, or similar electronic media whether now or later developed, or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You may be allowed to place pre-approved information concerning Your Franchise Business on Our website or subdomain and Social Media, as developed by Us. You may not engage in Marketing on the Internet, including posting items/services on third-party re-sell or auction style websites, including eBay Craigslist, Amazon, or use of apps, without Our prior written permission. If You receive permission from Us for Your own website, use of apps, or Social Media, or similar electronic media, all content must be pre-approved in writing by Us, and You may be required to use Our or other designated website designers to create the site for a fee, and any such website must be ADA compliant. You are required to provide Us all current and updated usernames, passwords and account information and any other information related to any of Your websites and



Social Media and/or provide Us with administrator access, immediately upon Our request. You cannot change any login/password information without our prior written approval, and you must supply us with all changed/updated login/password information. Additionally, You must sign the Digital and Social Media Authorization for Assignment attached as Exhibit "A-8." You may not claim, link, or frame, any web listing on sites such as Yelp, etc. All Social Media You develop or use must be attached only to the email address We provide to You. To the extent that You have any web listings using Our Marks, You hereby assign such accounts to Us, and You must facilitate any transition and assignment with the online directory or Social Media platform within 30 days of signing this Agreement or of creating such listing. You must strictly comply with the policies and procedures established by Us regarding websites, Social Media and Internet Marketing.

ARTICLE XI BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure all defaults within the times set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default and Termination.

No Cure Period:

A. Insolvency; Receivership; Levy or Foreclosure. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization, or a bill in equity or other proceeding for the appointment of a receiver of: (1) You; (2) Your Franchise Business; or (3) another custodian for Your Franchise Business or Operating Assets, is filed or consented to by You, or if a receiver or other custodian (permanent or temporary) of Your Operating Assets or property, or any part of them, is appointed by any court of competent jurisdiction, or the real or personal property of Your Franchise Business is sold after levy by any sheriff, marshal, or constable, or a suit is filed to foreclose a lien or mortgage against any of Your Operating Assets and it is not dismissed within 30 days.

B. Repeated Breaches. You repeatedly breach (three or more times) the same or different conditions of this Agreement or the Manuals within a 12- month period, even if such breach had been cured previously.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business and as authorized by Us.

D. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business, or Your misrepresentation to customers, including deception relating to the source, nature, or quality of goods sold or services provided.

E. Abandonment. You abandon Your Franchise Business or You state or clearly demonstrate an intent not to operate the Franchise Business.

F. Unauthorized Transfer. You Transfer or attempt to make an unapproved Transfer of all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You sublicense or attempt to sublicense to another any of the rights licensed to You hereunder without Our prior written approval.

G. False Reporting. You knowingly or intentionally conceal revenues, maintain false books or records, (including purposely uploading or storing incorrect or incomplete information on a designated platform) or submit any false report or payment, or otherwise defraud Us.



H. Crimes and Adverse Behavior. You commit, or are convicted of, or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement, to a felony, or a crime involving moral turpitude or dishonesty, or You engage in any conduct or behavior that We believe is reasonably likely to have a material adverse effect on the System, the Marks, or the goodwill associated therewith.

I. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use Our Confidential Information or Intellectual Property in violation of this Agreement.

J. Illegal Drug Use/Intoxication on the Job. You or Your officers, directors, members, managers or principals use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You go to a job or provide services while intoxicated whether by use of alcohol, illegal or legal drugs.

K. Failure to Satisfactorily Pass Initial Training. You fail, as determined by Our trainers or in Our reasonable judgment, to pass initial training.

L. Default of Security Instrument. You, or any Guarantor, commits or suffers any default under any contract of condition sale, mortgage, or other security instrument that relates to the Franchise Business.

M. Distress Execution Not Stayed. If a distress or execution against any of the undertaking, business, property, or assets of You or any Guaranty is not discharged, varied or stayed within 20 days after the entry thereof or within such time period as action must be taken in order to discharge, vary or stay the distress or execution.

N. Final Judgment Not Discharged. If final judgment for the payment of money in any amount in excess of \$2,500 is rendered by any court of competent jurisdiction against either You or any Guarantor and such judgment shall not be discharged, varied or execution thereof stayed within 20 days after entry thereof, or within such time period as action must be taken in order to discharge, vary, or stay execution of the judgment.

O. Exclusivity Breach. You outsource any part of Your franchise business services to any other person or entity, including to another franchisee of Ours without Our prior written approval.

24-Hour Cure Period:

P. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety, or You fail to cure a health code or safety violation within 24 hours of an inspection by Us or the applicable governmental agency.

5-Day Cure Period:

Q. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

R. Unauthorized Closure or Relocation. Your Franchise Business is closed or not open for the business hours as required under this Agreement, without Our prior written approval, which consent will not be unreasonably withheld or delayed, or You operate Your Franchise Business outside Your Territory without Our prior written approval.

S. Failure to Use or Provide Access to a Designated Account; Failure to Allow an Inspection or Audit. You refuse to use, or to enable, or to allow Us access to Your Operating Account, an account for a designated platform or software, Social Media account, or branded email account; or You refuse to allow Us



or Our designated representatives to conduct an inspection or audit; or You refuse to provide access to fully perform an inspection or audit.

T. Failure to Obtain or Maintain Insurance, Licenses, Certifications, Permits, Etc. You fail to obtain or maintain all required insurance, licenses, certifications, permits, etc., for operating the Franchise Business or as required by Us.

U. Breach of Non-Disparagement. You make a negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, owners, partners, directors, members, managers, representatives, agents, employees, the brand, the System, Our products and services, or other franchisees and You do not publicly disavow such statements, Including the original audience.

10-Day Cure Period:

V. Default of Another Agreement. You, or a related entity to You, default under the terms of any other agreement with Us.

W. Failure to Follow Directives. You fail to observe or perform any of the rules, bulletins, directives, or other notices set forth in the Manuals.

20-Day Cure Period:

X. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

30-Day Cure Period:

Y. Owner Deadlock. Your Owners are engaged in a Dispute with one another (deadlock) that materially affects the operation of Your Franchise Business or that We reasonably believe will materially affect the operation of Your Franchise Business if left unresolved.

Z. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement and no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our costs and expenses arising from such default(s), Including reasonable legal fees and reasonable costs for Our Personnel's time related to the default(s) must be paid to Us by You within 10 days following Our demand for payment. Notwithstanding anything to the contrary herein, We have the right, at Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:



11.3.1 Our Pre-Termination Options. We have the right to 1) suspend all services provided to You under this Agreement or otherwise, Including training, Marketing assistance, access to Our software platforms and accounts, and the sale of products and supplies; or 2) eliminate listing Your Franchise Business in any Marketing materials, Including any directory listings, approved or published by Us, and Our principal website or Social Media platforms. We may continue taking these actions until You comply with the requirements of any default notice that We have sent to You, and We acknowledge Your compliance in writing. The options in this Section 11.3.1 will have no effect on and will not release You from any obligation You owe to Us or to Our affiliates.

11.3.2 Actionable Claim. Bring an action or claim against You for the balance of any monies due hereunder, Including penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action against You for the balance of any outstanding installment obligation due hereunder.

11.3.3 Injunctive Relief. Bring an action against You for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.4 Termination of this Agreement or of a Territory(ies). Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us. If You have multiple Territories under this Agreement and the default applies to one or more specific Territories, We have the right as determined in Our sole discretion, to Terminate only those Territories and Your rights under this Agreement to provide services to those Territories in lieu of Terminating this Agreement.

11.3.5 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 No Right of Termination. You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law.

11.5 Opportunity to Cure. Prior to taking any action against Us, You agree to first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You will give Us such additional time as is reasonably necessary to cure.

ARTICLE XII TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You will immediately cease to be Our franchisee and You shall:

12.1.1 Our Management. You will allow Us, if We choose in Our sole discretion, to use the vehicles used in operation of Your Franchise Business, cure any default, and operate the Franchise Business for a period of time to secure Your complete and timely compliance with all the post-termination obligations set forth in this Section 12.1.

12.1.2 Payments Due. Immediately pay for all product purchases, Fees, and other obligations owed or accrued to Us, Our affiliates, or designated suppliers.

12.1.3 Cease Use. Not hold Yourself out as a Gorilla Property Services® franchisee or business and immediately and permanently cease to Market or in any way use Our Intellectual Property or Confidential Information, provided by or licensed to You by Us or in any way connected with the Franchise Business or System.



12.1.4 Disassociation. Within 30 days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, including the removal of vehicle wraps, signs, destruction or removal of letterheads, Marketing material, the change of Your Franchise Business telephone listings, telephone numbers, email addresses, URLs, Internet websites, and any other property that bears Our brand or is affiliated with Our brand. All such property and listings, excluding Your Operating Assets and inventory that are associated with and considered part of Our brand, Intellectual Property, and System revert back to Us upon Termination of this Agreement. If any of Your Operating Assets and inventory bear Our brand and Marks to Our System, You must take the steps necessary to dissociate it all from Our brand, Marks, and Intellectual Property. You shall assist Us to assign, transfer, or disconnect (at Our option) the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers, which appointment is coupled with an interest. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 10 days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers; Communication with Customers. Immediately notify all suppliers, utilities, creditors, and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. All communications with customers and clients of the Franchise Business must be pre-approved by Us, and We can require that all such communication be handled by or through Us. We also have the right to communicate directly with all customers and clients of the Franchise Business.

12.1.7 Return Materials. Within 10 days of Termination and at Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail (Including originals and any copies), physical copies of Our Manuals, all training materials, Marketing materials, and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Customer Data. To the extent We do not have access, You shall provide Us with (and then permanently destroy) all Customer Data of the Franchise Business.

12.1.9 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.10 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.11 Pay Damages and Costs. In addition to any other remedy We may have under this Agreement and under law, in the event You fail to comply promptly with any of Your post-termination obligations, We may hire a third party or use Our own personnel to de-identify Your Premises and/or to carry out any other post-termination obligations on Your behalf, for which costs You will be responsible. These costs will include any attorneys' fees and costs incurred and associated with enforcing Your post-termination obligations. We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for these payments. Your reimbursement of Our costs will not affect Our right to obtain appropriate injunctive relief and other remedies to enforce this Article XII, Our trademark rights, or the covenants to not compete.



12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Confidential Information, Intellectual Property, or goodwill of the Franchise Business.

12.3 Survival of Provisions. All provisions of this Agreement, which by implication apply following the Termination of this Agreement are enforceable following Termination of this Agreement, Including Your obligation to indemnify Us and pay all amounts owed and Your obligations to dissociate from Our brand. You shall also still be bound to the confidentiality, brand protection, indemnification, non-disparagement, non-competition, non-solicitation, arbitration and dispute resolution, choice of forum and law selections clauses and other restrictions of this Agreement that have terms or duties owing after Termination of this Agreement.

12.4 Liquidated Damages. If this Agreement is Terminated, other than for an approved Transfer, non-renewal, or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future royalties but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula listed on Exhibit "A-3" as a compromise on the calculation of such damages. You must also pay a pre-estimated liquidated damages amount solely related to legal fees in the amount of \$10,000 payable on demand by Us on termination or within 10 days of Termination that will be applied to the final liquidated damages calculation. This liquidated damages provision only covers Our damages for lost royalties, National Advertising Fees, and other fees required herein by You and does not cover any other damages for which We are entitled to pursue at law and in equity.

12.4.1 Additional Equitable Remedies. The amounts contemplated under Section 12.4 do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, Section 12.4 does not preclude and is not inconsistent with a court granting Us specific performance, other damages set forth herein, or any other equitable remedies, such as an injunction, to prevent future breaches.

12.5 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your Operating Assets at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market



value is not agreed to between us, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period"), by giving written notice to You of Our intent to exercise Our option to purchase. We have the right to use Your Operating Assets and Premises during the Option Period, and in such case, We will pay You the fair market value of such use. We have the right to offset any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may also withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

ARTICLE XIV SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. You acknowledge that We maintain a staff to manage and operate the System and that staff members can change as Our owners, directors, officers, and Personnel come and go. You represent that You have not signed this Agreement in reliance on any shareholder, director, officer, or Personnel remaining with Us in that capacity. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns, and We will no longer have any performance or other obligations under this Agreement. We may be sold, or We may sell any part of or all Our Confidential Information and/or Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks); or 2) the System is converted to another format or brand, maintained under the System or a different system. You shall fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing. However, during the term of this Agreement We will not re-brand any such businesses that are located inside Your Territory by allowing them to use the Marks.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current Owners. Therefore, none of Your Franchise Assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained and consummated by signing a consent agreement as approved by Us. You shall provide Us with all documentation relating to the Transfer of Your Franchise Assets. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers. Any Transfer without Our written approval is considered void ab initio. If You have multiple Territories under this Agreement, all Transfer requirements, Including Transfer fees are calculated and based on a per Territory basis.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, Including that of the new Operating Principal, the terms and conditions



of the Transfer, and any circumstances that would make the Transfer not in the best interests of Us or the System, including the proposed purchase price and ability of the proposed transferee to service all transferred Territories. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer.

14.4 Application for Transfer. You must provide Us written notice of Your intent to Transfer prior to listing or offering part of the Franchise Assets for sale, or upon any proposed Transfer of Your Franchise Assets, or any interest therein. You must also submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfers of Interest.

14.5.1 Transfers of More than 40%. If a proposed Transfer is for 40% or more of Your entity (cumulative during the term of this Agreement), You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time the consent to transfer agreement to approve of the Transfer is fully executed by all applicable parties.

14.5.2 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other applicable Personnel are required to complete the necessary training as required by Us. Any new owner in Your Franchise Business or Your entity is required to sign Our then-current form of the Guaranty and Assumption of Obligations (see Exhibit "A-7"). Furthermore, all applicable provisions of Section 14.8 below apply to minority interest Transfers as well.

14.6 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for termination of this Agreement. Using this Agreement as security for a loan or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer any part of the Franchise Assets, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.7 Conditions of Transfer. Prior to the effective date of Transfer of any part of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.7.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and You must comply with Our procedures related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements, and other documents.

14.7.2 Franchisee Application; Written Proposal. The transferee must complete and submit all application documents required by Us from prospective franchisees at the time of Transfer and be approved in writing by Us. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, negatively impact the future viability of the Franchise Business. If any part of the sale price is financed, You must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay the Fees owing to Us and Our affiliates pursuant to this Agreement.



14.7.3 Assumption of Obligations. All Your obligations in connection with the Franchise Assets must be assumed by the transferee, in a form acceptable to Us, and the transferee(s) must provide the required personal guarantees. See Section 6.3 above.

14.7.4 New Franchise Agreement; Updates; Consent. At Our discretion, the transferee must sign the then-current form of the franchise agreement for a term equal to the remaining term of this Agreement, or the term set forth in the then-current franchise agreement, or for minority interest transfers, You and We must amend this Agreement and its exhibits as necessary to reflect the change in ownership. The transferee must also fully Update the Franchise Business and Premises to the level required of new franchisees. Additionally, You must sign the appropriate paperwork to consummate Our consent to the Transfer.

(i) In the event all shareholders, owners, officers, members, managers, and others required to sign and undertake the personal guaranty do not sign the personal guaranty, You agree to indemnify and hold Us harmless from and against all Disputes and damages resulting from failure to procure the required personal guarantees.

14.7.5 Training. Unless We have previously trained the transferee, the transferee must pay for and complete the training or certification program required of new franchisees. The transferee must pay for and successfully complete the initial training program required of new franchisees. See Exhibit "A-3." The transferee is also responsible for the cost of travel, food and lodging for Our representatives or the transferee's attendees. You and the transferee and We must coordinate on the timing of training, so that the Franchise Business does not have a gap in properly trained management.

14.7.6 Transfer Fee. To offset some of Our costs associated with the Transfer, You shall pay the Transfer Fee set forth on Exhibit "A-3" or reimburse Our legal fees for minority interest Transfers as set forth in Section 14.6 above.

14.7.7 Business Plan. The transferee must provide to Our satisfaction, a business plan demonstrating the transferee's required level of business experience and acumen.

14.7.8 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.7.9 Pre-paid Services. If applicable, You must provide Us and the proposed transferee with an accounting of all outstanding Prepaid Services as of the date of Termination, which must be taken into account and handled as a part of the transfer agreement.

14.7.10 Survival of Covenants. Your non-competition, indemnity, confidentiality obligations, provisions relating to dispute resolutions, and other applicable terms of this Agreement, will survive any Transfer.

14.7.11 Our Refusal. Our refusal to consent to the proposed transfer based upon non-compliance with any of the above requirements and conditions set forth in this Section 14.7 will not be deemed to be an unreasonable withholding of consent.

14.8 First Right of Refusal.

14.8.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it



is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer concerning Your Franchise Business, financials, Personnel information, etc., We will have 20 days to advise You in writing of Our election to have the Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration Includes promissory notes, We or Our designee may provide promissory notes with the same terms as those offered by the proposed transferee). Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to offset any amounts You owe to Us against the purchase price

14.8.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third party within five months after We elect not to purchase the Franchise Assets, You must re-offer the Franchise Assets to Us before You may Transfer to an approved third party. We have no obligation to purchase Your Franchise Assets.

14.9 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or the majority owner of the franchisee entity (the term “incapacity” means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 90 total days during a 12-month period), the heirs or personal representative will have the right to continue Your Franchise Business; for no more than 180 days after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act on behalf of the heirs in all matters pertaining to Your Franchise Business as provided for new Operating Principals, designated managers, or franchisees, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to death or incapacity, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.10 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse, domestic partner, or a third party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all the terms and conditions concerning Transfers set forth herein above.

14.11 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all Your rights and interests in and under this Agreement and Your Franchise Business at fair market value determined by a third-party valuator selected by Us payable on terms as reasonably negotiated. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.12 Transfer for Convenience of Ownership. If You are an individual or individuals, You may



Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership, provided You: 1) give Us at least 15 days' prior written notice of the proposed Transfer; 2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review to verify ownership and control of the entity; and 3) own all equity and voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of this Agreement. Any Owner with a direct or indirect ownership of any amount in Your entity is required to sign Our then-current form of the Guaranty and Assumption of Obligations. See Exhibit "A-7." There is no Fee for this kind of Transfer, but You must reimburse Our legal fees to complete the Transfer, the amount of which is due within 10 days of notice to You.

ARTICLE XV RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, damages, losses, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, including its daily operations, managing and directing Personnel, contractors, and salespersons, and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense, including attorneys' fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your Personnel will be deemed to be Our Personnel and each Personnel will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, including reasonable attorneys' fees, arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your Personnel, and other laws regarding public accommodations for persons with disabilities. You agree not to file any crossclaim or counterclaim against Us for any action made by a third party or make any response that would infer or represent that We are liable as a party or defendant to any action that is contrary to this Section. This Agreement and the terms in this Article and related terms in this Agreement is a bona fide defense to any claim You may contradictorily make against Us as to Our liability or proportion of fault. You shall bear all costs to defend Us from claims raised by a third party. If We incur any costs or liabilities to any third party, You shall reimburse Us for costs associated with Our defense to those claims. Alternatively, We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. You are not required to indemnify Us for liability caused by Our willful misconduct, gross negligence, strict liability, or fraud. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in a Competing Business in



any capacity, territory, or location, except with Our prior written consent. Your Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit “A-4.”

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, including Your Personnel, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You may have received information and met and corresponded with Our principals, agents and/or representatives, and that any such Confidential Information obtained or received is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders, advisors, and government authorities.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within Your former Territory or within 9.4 miles or 15 kilometers of Your former Territory or within 9.4 miles or 15 kilometers of the territory of any other Gorilla Property Services® business in operation or development at the time of Termination of this Agreement.

16.4 Non-Solicitation of Customers. During the term of this Agreement and for three years after the Termination of this Agreement, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, contact any customer serviced by the Franchise Business, a prospective customer, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such customer to a Competing Business. For clarity, a “prospective customer” does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Your violation.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. The existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.



16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

ARTICLE XVII DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Vancouver, British Columbia, or at Our then-current headquarters within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such matters, and if desired by either You or Us, the matters will be submitted to non-binding mediation before a mutually agreeable mediator. The mediation will be conducted exclusively in Vancouver, British Columbia. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert, or counsel for any party with respect to the Dispute and any related matters. Mediation will not defer or suspend Our exercise of any right, including termination right under Article XI. All aspects of the mediation process, including any settlement, or negotiations will be treated as confidential, may not be disclosed to others, and may not be offered or admissible in any other proceeding or legal action whatsoever.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, any Dispute will be submitted for arbitration to the offices of the British Columbia International Commercial Arbitration Center ("BCICAC"), or if BCICAC is no longer actively operating, then to a mutually agreed upon arbitrator or arbitration group similar to BCICAC in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Vancouver, British Columbia. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied, and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Any procedural or evidentiary issues that are not covered by the federal arbitration act or this Agreement, will be supplemented by the federal rules of civil procedures and evidence, limited to the arbitration restrictions and procedures. The arbitrator, and



not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the United States Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Discovery. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. The parties must exchange the following information within 20 days of the appointment of the arbitrators without further order from the arbitrators. The parties must exchange the name and, if known, the address and telephone number of each individual likely to have information regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of another party to the Dispute. The disclosure must include any witness anticipated for impeachment or rebuttal. The identifying party must identify the subject(s) on which the witness may provide testimony. The parties must also disclose and provide a copy of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of the other party. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) additional interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of up to two individuals of the other party. Additional discovery may be permitted upon mutual agreement of the parties or compelled at the discretion of the arbitrator if petitioned by either party. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding.

(iii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiffs, or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You hereby fully waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iv) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, indemnification under Article XV, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(v) Limited Damages. You and We waive any right or claim of any consequential, punitive, or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained, except for breach of the Intellectual Property covenants set forth in Article III herein. Additionally, notwithstanding the above, nothing will be construed to limit Our ability to collect liquidated damages. You agree that We will not be liable for any act or omission which is consistent with this Agreement, or which is done in subjective good faith.

(vi) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction,



Email: KMARTIN@FBLGLAW.COM and to, Centra Lawyers LLP Eric Mollema 102-20110 Lougheed Highway Maple Ridge, British Columbia, Canada V2X 2P7 EMOLLEMA@CENTRALAWYERS.CA	
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18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the Province of British Columbia without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of British Columbia even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Vancouver, British Columbia will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the local or provincial courts of Vancouver, British Columbia.

19.3 Costs and Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or arbitration proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes, the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.



19.5 Exception. Notwithstanding the foregoing, the International Commercial Arbitration Act (RSBC 1996 c 233), the New York Convention, and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding, or agreement specifically refers to You by name and specifically grant rights or benefits to You

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement on behalf of the franchisee, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion, government shutdown or mandate, or other similar causes which are beyond such party's reasonable control.



This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further, or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document. If any term of this or Agreement is determined as void and unenforceable, the remaining terms and duties under this Agreement will still be considered enforceable and severable as if it was its own separate agreement from the voided term.

20.11 Amendments. No amendment, change, or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement and are binding.

20.12 Effective Date. Delivery of a draft of this Agreement to You does not constitute an offer. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance, or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises, or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third party, or the violation or breach of any order, decree or judgment of any court or administrative agency.



20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document (“FDD”) for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit “A-2” are all the Owners of and sole holders of a legal and beneficial interest in the franchise entity and in Your Franchise Business.

20.22 Drafting; Rules of Construction. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

20.23 Substitution. Either party (“non-defaulting party”) may at any time carry out any of the other party’s (“defaulting party”) obligations in terms of this Agreement, which the defaulting party has failed to carry out within a reasonable time after being required in writing by the non-defaulting party to do so. The non-defaulting party may, in its sole discretion, exercise such rights in addition to or instead of (but without prejudice to) any other rights which it may have in terms hereof, and the defaulting party will pay to the non-defaulting party on demand all costs and expenses, up to a maximum amount equal to the yearly royalty then payable by You, incurred by the non-defaulting party in carrying out the defaulting party’s neglected obligations. You hereby authorize Us with power of substitution to sign all necessary documents on Your behalf to give effect to Our authority in terms of this Section 20.23.

20.24 Blank Spaces. All information inserted into this Agreement is deemed *ipso facto* correct and You have two months to bring any incorrect information to Our attention, where after the said information is for all purposes deemed correct and You are irrevocably, but at Our discretion, bound thereby.

ARTICLE XXI DEFINITIONS

“Competing Business” means any business, firm, entity, partnership or company engaged in any business offering commercial and residential property-maintenance services and related products or services that are the same as or substantially similar to those offered as part of Your Franchise Business or as part of the System during the term hereof or at the time of Termination.

“Confidential Information” means any non-public information (through no fault of Yours) relating to Our products or services, or operation of a Gorilla Property Services® business, the System, or relating to the System as a whole, Including: i) methods, techniques, formats, specifications, procedures, and systems; ii) hardware, software, proprietary technology, and equipment; iii) sales and Marketing programs, sales techniques, pricing, bidding methods, etc.; iv) the development and operation of Gorilla Property Services®



businesses; v) knowledge of, specifications for, and suppliers of, certain Gorilla Property Services® products, materials, supplies, equipment, furnishings and fixtures; vi) operating results, margins, expenses, and financial performance of Gorilla Property Services® businesses; vii) strategic plans and concepts for the development, operation, or expansion of Gorilla Property Services® businesses; viii) the contents of the Manuals; ix) all Customer Data; x) login, passwords, access information, etc., to email accounts, Social Media, Manuals or other internal sites or shared documents xi) Our Intellectual Property that is generally deemed confidential; xii) all Innovations; and xiii) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

“Copyright Materials” means, even if it is not federally registered, writings, manuals, designs, blueprints, schematics, drawings, artwork, Marketing materials, agreements, contracts, scripts, pamphlets, instructions, books, literary works, documents, photographs, images, audio, music and jingles affiliated with the brand, videos, recordings, Social Media posts, software, websites and website data, apps, or any other work We, You, other franchisees, or Our affiliates make that is in a fixed tangible medium as part of the Gorilla Property Services® franchise system and authorized for use under the System.

“Customer” and “Client” whether or not capitalized have interchangeable meanings in this Agreement.

“Customer Data” means any and all information related to Your customers, and customer and prospective customer data and lists, Including phone numbers, emails, mailing addresses, name and contact information for key Personnel of the customer, Social Media followers’ information, etc., even if maintained by You or deemed to have arisen through Your activities as well as payment activity, demographic information, product and services purchases and use, and their frequency as well as any feedback and reviews and any other information You or We may collect on such customers through Our system and processes either electronically or on paper or other means that You are legally allowed to collect and share with Us under state or federal law and under this Agreement. For clarity, a “prospective customer” does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

“Dispute” means any claim, controversy, disagreement, or dispute of any type whatsoever.

“Fees” refers to those fees, payments, and costs that You are required to pay to Us, as more fully set forth on Exhibit “A-3.”

“Gross Sales” Includes the total of all sales of all goods and services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. Gross sales also Includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. “Gross Sales” excludes bona fide credits or returns and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

“Immediate Family” means spouses, domestic partners, parents, stepparents, children, stepchildren, sons-in-law, and daughters-in law.

“Innovation” means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyright Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing ideas, or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

“Including” or “Includes” means “including but not limited to,” “including, without limitation,” and similar all-inclusive and non-exhaustive meanings.



“Intellectual Property” means all Marks, trade dress, names, Copyright Materials, systems, patents, patent applications, and trade secrets.

“Interim Management Period” refers to the period of time during which We step in to manage Your Franchise Business as allowed under this Agreement.

“Internet” means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

“Manuals” means one or more guides or manuals, Including an operations manual, brand standards manual, training manuals, and/or policies and procedures manual, technical bulletins, online drives or portals, or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be printed or in an electronic format.

“Marketing” or “Market” Includes advertising, brand development, promotion, public relations campaigns, content creation, influencer incentives or compensation, market research, and other related processes.

“Marks” means the federally registered and common law names, trade names, trademarks, slogans, catchphrases, service marks, colors, font schemes, logos and/or other commercial property or symbols owned by Us or licensed to Us, whether now or later developed, used in connection with the System.

“Operating Account” means that account into which all receipts of Your Franchise Business must be deposited.

“Operating Assets” means Your assets, contracts, inventory, supplies, furniture, equipment, signs, service vehicles, accessories, and other personal property relating to Your Franchise Business.

“Operating Principal” is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 20% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

“Owner” means a shareholder, member, partner, general partner, limited partner, and the like.

“Participant” means an Owner, operator, director, manager, consultant, agent, employee (management-level or higher), contractor, advisor, officer, lessor, lessee, licensor, or licensee.

“Personnel” employees, independent contractors, temporary workers, consultants, agents, subcontractors, interns, volunteers, and other similar positions, whether compensated or uncompensated.

“Prepaid Services” means gift cards, gift certificates, prepaid services, etc., sold at or through Your Franchise Business for which We allow You to manage the accounting and pooling on such gift cards, gift certificates, prepaid services, etc., if applicable.

“Principal” means Owners, directors, managers, officers, and principal Personnel.



"Shall" when used in this Agreement (even if not capitalized) means must, mandatory, or other similar affirmative obligation, as the context requires.

"Social Media" means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"System" Includes the Franchise Business, specific Marks, Manuals, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, supply items, and the use of proprietary and Confidential Information and other Intellectual Property.

"Termination" or "Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect, and You are no longer a franchisee of the Gorilla Property Services® System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

"Update" Includes repairs, repainting, renovations, upgrading, refurbishing, modernizing, etc.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 6.6, and 16.4, and Articles XI, XV, and XVII Includes Our predecessors, parents, affiliates, subsidiaries, successors, and assigns and Our officers, directors, Owners, managers, Personnel, agents, development agents or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current Owners, Operating Principals, , managers, directors, officers, agents, affiliates, principal Personnel and with those whose conduct You are chargeable.

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS SALES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.

YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:

GORILLA FRANCHISING USA, INC.

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____

Name: _____, personally

By: _____

Name: _____, personally



EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY, TOTAL POPULATION, AND INITIAL FEE
(Map may be attached)

1. Territory or Territories. Your Territory or Territories consists of the following:

Territory 1 : _____
Territory 2 : _____
Territory 3 : _____
Territory 4 : _____
Territory 5 : _____
Territory 6 : _____
Territory 7 : _____
Territory 8 : _____
Territory 9 : _____
Territory 10 : _____

2. Population of Your Territory or Territories. The population of Your Territory or Territories is as follows:

Territory 1 : _____
Territory 2 : _____
Territory 3 : _____
Territory 4 : _____
Territory 5 : _____
Territory 6 : _____
Territory 7 : _____
Territory 8 : _____
Territory 9 : _____
Territory 10 : _____

3. Initial Franchise Fee. You shall pay Us an initial franchise fee based on the number of Territories You purchase according to the following table:

Franchise Territory(ies)	Initial Franchise Fee	Total Initial Franchise Fee
1	\$49,500	\$49,500
2	\$40,000	\$89,500
3	\$35,000	\$124,500
4+	\$30,000	\$154,500

[Exhibit "A-1" continues on the following page]



4. Veterans Discount: _____

5. Additional Population Territory(ies) Fee (\$0.25 per person): _____

6. **Total Initial Franchise Fee:** Your total initial franchise fee is \$ _____.

7. Multiple Territories. The various provisions of the Franchise Agreement referring to a single Territory will be applicable to each Territory purchased by You.

**No rights or privileges under this Agreement exist until the initial franchise fee is paid in full.
Our approval of the Territory(ies) is not a guarantee or a warranty
of the potential success of a Territory(ies).**

Franchisee Initial and Date

Franchisor Initial and Date



EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

- | | |
|--|--|
| ☐ Partnership | ☐ Corporation |
| ☐ Sole Proprietorship | ☐ Limited Liability Company |

Name of Your Entity: _____

The state in which your entity was formed: _____

Date of Formation: _____

EIN: _____

The names and addresses of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type the information and add extra lines if necessary):

Name	Address	Shares & Percentage of Interest*

*Corporation: Percentage owned of outstanding voting stock.

*Partnership: Percentage owned in voting and in capital and profits.

*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type the information and add extra lines if necessary):

Name	Title	Manager/Officer

Each owner's/individual's interest in another entity (if no other interest please write NONE):

Name	Entity Name	Percent Interest



--	--	--

The address where Your corporate records are maintained is:

The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Franchise Business:

Name: _____

Address: _____

Email: _____

Phone: _____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below. Your entity documents must state that Your entity will be used solely for the purpose of operating the Franchise Business.

Dated _____.

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____



**EXHIBIT “A-3”
TO THE FRANCHISE AGREEMENT**

FEE CHART

The following Fees are more fully described in the Franchise Agreement and unless otherwise stated are charged per Territory if You are purchasing more than one Territory under this Agreement.

Type of Fee*	Amount	Notes
Initial Franchise Fee	First territory: \$49,500, plus Second territory: \$40,000 Third territory: \$35,000 Fourth and each subsequent territory: \$30,000	See Section 5.1, Exhibit A-1
Additional Franchise Unit Territory(ies) Fee	\$0.25 per additional person	See Paragraph 5.1.2
Royalty	6% of Gross Sales for sales up to \$500,000 4% of Gross Sales for sales over \$500,001 With a \$500 minimum royalty at all times	See Section 5.2
National Advertising Fund Fee	Greater of \$429, plus taxes or 2% monthly Gross Sales	See Paragraph 5.3.1 and Section 10.1
Local Marketing Requirement	Up to 4% of Gross Sales if We institute this requirement	See Paragraph 5.3.2
Successor Franchise Fee	\$7,500	See Paragraph 2.2.4
Relocation Fee ¹	\$2,000	See Section 4.3
Set-up Fee	Estimated \$50,000 to \$55,000	See Paragraph 5.1.3
IT Set-up Fee ¹	\$2,500	See Paragraph 5.1.3
Pre Grand Opening Marketing and Assistance Fee ¹	\$15,000	See Paragraph 5.3.3
Non-Sufficient Funds Fee ¹	\$50 per each incident of insufficient funds	See Paragraph 5.4.2
Late Fees ¹	\$25 per day, up to a maximum of \$500 per instance	See Paragraph 5.4.2
Interest Rate on Late Payments	If understated by less than 3%, the monthly interest on the understated payment will be 3.5%; if understated by more than 3%, the monthly interest on the understated payment will be 4.5% For all other interest charges it will be the lesser of 2% monthly or 26.82% per annum	See Paragraph 5.4.4
Sales or Use Tax	Sum equal to tax imposed	See Paragraph 5.4.4
Audit Charge	Cost of audit	See Paragraph 5.5.2
System Non-Compliance Fee ¹	\$25 - \$2,500 per instance	See Section 5.9
Call Center and CRM Software Fee ¹	\$249 per month for Call Center \$199 per month for CRM	See Paragraph 5.10
Customer Reimbursement Fee	Amount paid, plus \$500	See Paragraph 6.1.2
Additional Trainees at Initial Training	\$2,500 per attendee	See Paragraph 6.1.4



Replacement Training ¹	\$2,500 per attendee	See Paragraph 6.1.4(i)
Annual Manager Training ¹	\$200 per attendee, per day	See Paragraph 6.1.4(ii)
Additional In-Person Training	\$2,500 per attendee	See Paragraph 6.1.4(iii) and Section 7.2
Insurance Reimbursement Fee	Reimbursement of premium amount	See Paragraph 6.1.10
Administrative Fee	\$50 per person, per hour	See Paragraph 6.1.10
Conference Fee ¹	Currently \$0	See Paragraph 6.1.13
Seminar Fee ¹	Currently \$0	See Paragraph 6.1.13
Interim Management Fee ¹	\$200 per day per representative	See Sections 6.2.3 and 14.10
Physical Copies of Marketing Materials	Our costs, plus 10% and the costs for shipping and handling	See Section 10.2
Fees on Default	Our costs associated with Your default	See Section 11.2
Liquidated Damages for Early Termination	Greater of \$5,000 or the average remaining royalty calculated from the previous 12 months, plus the remaining National Advertising Fund Fee, calculated from the first day of the month in which this Agreement is Terminated until the last day of the term of this Agreement; plus \$10,000 for legal fees	See Section 12.4
Transfer Fee	\$7,500	See Section 14.5
Minority Interest Transfer Fee	Our legal fees and administrative costs related to the transfer	See Paragraph 14.5.2
Transferee Training Fee ¹	\$2,500	See Paragraph 14.7.6
Indemnification	Varies	See Section 15.2
Dispute Resolution Fees	Varies	See Section 17.2

¹ We may increase these fees by up to 2% per year (cumulative) during the term of this Agreement to adjust to increased cost. Costs charged by third parties are subject to change at any time and do not have an annual cap. If a third party increases costs related to a fee, We may change the fees by the increased costs charged by third parties, plus 2%.



EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION Agreement FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by Gorilla Franchising USA, Inc. ("Franchisor") and the undersigned (individually and collectively, the "Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to operate a Gorilla Property Services® Franchise Business using the System developed by Franchisor, Including certain Confidential Information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Franchise Agreement and any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, Including restrictions on disclosure to employees and other third parties.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals shall indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principals shall not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Confidential Information, and shall not allow, encourage or permit Owner, Principal, Personnel, or other person to do so.

2.3 Limited Use. Principals shall limit their use of the Confidential Information, Including, their



recollection of any part of the Confidential Information, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Confidential Information for any personal use or gain.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity or location except with Franchisor's prior written consent.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions or Successor Franchise Agreements thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of three years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, be a Participant, assist or serve in any other capacity whatsoever or have any interest in a Competing Business within the Territory or within 15 kilometers or 9.4 miles of the Territory or within 15 kilometers or 9.4 miles of the territory of any other Gorilla Property Services® business operation or development at the time of such Termination or Transfer. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 15 kilometers or 9.4 miles, and that such geographical restraint is not unreasonable.

3.3 Non-Solicitation of Customers. In addition to not using Customer Data other than permitted under the Franchise Agreement, during the term of the Franchise Agreement and any extensions or Successor Franchise and for three years after the Termination of the Franchise Agreement, Principal and each of Principal's Immediate Family shall not, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former or then-current customer of Franchisor or an affiliate of the Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. All Customer Data belongs to Franchisor. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

4. Violation of Non-Competition, Non-Solicitation Provisions; Tolling of Covenants. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled and extended for the period of that Principal's violation.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Gorilla Property Services® Manuals and any and all Confidential Information.

6. Non-Disparagement. Principals shall not, during and after the term of this Agreement, make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Franchisor, Franchisor's officers, owners, partners, directors, members, managers, representatives, agents or Personnels, the brand, the System, Franchisor's products and services, or other franchisees.

7. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be



entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

8. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action. Principals acknowledge and agree that the restrictions related to Immediate Family is necessary because a Principal's disclosing the Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement and that it would be difficult for Franchisor to prove whether a Principal disclosed Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business. Principals shall also make its Immediate Family aware of this Agreement as well as the non-compete, non-solicitation and confidentiality provisions in the Franchise Agreement.

9. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the province of British Columbia, Canada, without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the province of British Columbia, Canada, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the courts of Vancouver, British Columbia, Canada.

10. Attorneys' fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

11. Binding Agreement. This Agreement will bind each parties' respective heirs, personal representatives, successors and assigns. No rights under this Agreement are assignable by any Principal without Franchisor's written approval, and any purported assignment will be null and void and of no force or effect.

12. Survival of Covenants. All covenants made in this Agreement by Principals will survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

13. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

14. Waiver. Each Principal understands and acknowledges that Franchisor can require the use of cameras at the business premises, and each Principal waives any expectation of privacy in non-private areas of the business premises, e.g., spaces that are not in a bathroom, changing room, etc.



15. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

16. Prior Disclosures. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement as if such information had been disclosed following the execution of this Agreement.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED _____.

FRANCHISOR:

Gorilla Franchising USA, Inc.

PRINCIPALS:

By: _____
Name: _____
Title: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____



EXHIBIT "A-5"
FRANCHISE RELATIONSHIP ACKNOWLEDGEMENT

Because you are becoming a part of the Gorilla Property Services® franchise system, it is important that you understand and acknowledge who is your employer (or the party that hired you as an independent contractor), and who is not.

You have been hired by _____ (Legal Name of Franchisee) ("Franchisee"), which is an independent franchise owner in the Gorilla Property Services® franchise system (which we call the "System"). Although Franchisee looks the same, has the same name, and is operated the same way as other Gorilla Property Services® outlets in the System, Franchisee is not part of the same company as those other Gorilla Property Services® outlets in the System. Gorilla Franchising USA, Inc. is a completely separate company that owns the name and created the System. Gorilla Franchising USA, Inc. has devised rules, systems of operation, and policies and procedures that all its franchisees must follow, including Franchisee, which makes each independent franchise Gorilla Property Services® outlet look and operate the same way as one another. This way, Gorilla Franchising USA, Inc. manages a System composed of many different franchisee owners, each of whom is independently responsible for operating its own Gorilla Property Services® outlet.

It is important that you understand that Franchisee is your **only** employer (or is the only party associated with the Gorilla Property Services® franchise system that hired you as an independent contractor). If you are an employee of Franchisee, then Franchisee gives you your paycheck, establishes your hours, and is responsible for all decisions relating to your employment relationship. If you are an independent contractor, then Franchisee compensates you, hires you for certain hours or tasks, and provides you with the job description for your services to Franchisee. Gorilla Franchising USA, Inc. is **not** your employer and has not hired you to provide services related to the Gorilla Property Services® franchise system. If Gorilla Franchising USA, Inc.'s representatives ever give you direction, training, or advice, it is intended only to ensure that the experience of all customers of Gorilla Property Services® is the same at or through your place of work as it is at other Gorilla Property Services® outlets in the Gorilla Property Services® system. The fact that you are trained, or given direction or advice, by Gorilla Franchising USA, Inc.'s representatives does not mean that Gorilla Franchising USA, Inc. is your employer.

If you have any questions about your employment relationship or your contracted relationship or about this Franchise Relationship Acknowledgement, please direct them to your employer (or the party that hired you as an independent contractor), Franchisee.

I have read this Franchise Relationship Acknowledgement, and I understand it. I have had the opportunity to ask any questions that I have about this Franchise Relationship Acknowledgement, and those questions have been answered fully to my satisfaction.

SIGNED: _____

NAME: _____

DATE: _____



EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: _____

I hereby authorize Gorilla Franchising USA, Inc. hereinafter called ("Company"), to initiate debit entries to my checking account or savings account as indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account on a recurring basis, commencing as of the date below, and continuing for the term of my franchise agreement with the Company.. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Routing Number: _____ Account Number: _____

Type of Account: Checking/Savings: _____

I agree to provide accurate banking information and authorize the Company to verify account ownership through a test deposit or other verification methods as required by NACHA rules.

I understand that this authorization will remain in full force and effect through the term of my franchise agreement until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least 15 days' written notice prior to the proposed effective date of termination to cancel this authorization. Notice shall be provided to the Company at both info@gorillapropertyservices.com and 3844 Parri Rd, Sorrento, BC V0E2W0, Canada.

I consent to the use of electronic records and signatures for the purposes of entering into and executing this agreement and any related transactions.

Name: _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.



EXHIBIT "A-7"
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between **Gorilla Franchising USA, Inc.** ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of _____, **LLC/INC.** (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees that no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Us and the Business Entity will affect the enforcement or validity of this Guaranty. Each Guarantor agrees that upon the death of a Guarantor, the estate of such Guarantor will be bound by the obligations of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors; (g) right to require Us to proceed against the Franchisee or proceed against or exhaust any security (if any) from the Franchisee; and (h) to pursue any other remedy whatsoever, which may be available to Us before proceeding against You. You hereby further expressly waive the provision of notice to any Guarantor of all or any default of the Franchisee.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) shall reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorneys' assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to



review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity or any determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature

By: _____
(Signature)

(Print Name)

(Email)

(Mailing Address)

By: _____
(Signature)

(Print Name)

(Email)

(Mailing Address)



**EXHIBIT “A-8”
TO THE FRANCHISE AGREEMENT**

DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION

This DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION (“Assignment”) is made and entered into as of the Effective Date (listed on the signature page below), by and between the undersigned (“Franchisee”) and **Gorilla Franchising USA, Inc.** (“Franchisor”).

RECITALS

WHEREAS, Franchisee has entered into a Gorilla Property Services® Franchise Agreement with Franchisor of even date herewith (“Franchise Agreement”); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Gorilla Property Services® trademarks, trade names, or other substitute marks, trade dress, and other associated intellectual property (collectively, the “Marks”) in conjunction with Franchisee’s Gorilla Property Services® Franchise Business; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, including all associated goodwill, in the Social Media and other digital media accounts used in the Gorilla Property Services® Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks, including, Franchisee’s Facebook, Instagram, Tik-Tok, Pinterest, Google listings, Twitter, LinkedIn, and Tumblr, email accounts, and the like (collectively the “Social Media Accounts”). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, including providing all passwords and administrative access as well as assisting with the transfer second-factor security identification through means such as text message or email verification to such Social Media Accounts.

2. Franchisee hereby assigns and transfers, (or in Franchisor’s sole discretion disconnects) the telephone listings, telephone numbers, Including the telephone number(s) listed on Marketing and Social Media Accounts, URL’s, Internet sites, and web pages used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks to Franchisor (individually a “Listing” and collectively the “Listings”).

3. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts and Listings:

- a. Franchisee has the right to assign the Social Media Accounts and Listings, and they are free and clear of all liens and encumbrances.
- b. Franchisee will not, after Termination of the Franchise Agreements attempt to access, control, interfere with, or obstruct the Social Media Accounts and/or Listings.
- c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts or Listings.



- d. Franchisee has not taken, or permitted, and shall not take or permit any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts and Listings to Franchisor hereunder whether during the term or after the Termination of the Franchise Agreement.

4. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts and/or Listings to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts and Listings. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts and Listings to Franchisor hereunder.

5. This Assignment applies to all Social Media Accounts and Listings regardless of whether Franchisee is allowed to manage under the Franchise Agreement or was allowed to create, use, manage, or even own Social Media Accounts and/or Listings in the past or in the future. To the extent Franchisor does not currently have administrative access to a Social Media Account or Listing of Franchisee, Franchisee shall immediately grant Franchisor such access.

6. Franchisor hereby appoints Franchisor as its attorney-in-fact for the above transfers, which appointment is coupled with an interest.

7. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

8. This Assignment is governed, construed and interpreted in accordance with the laws of the Province of British Columbia, Canada without giving effect to its conflicts of law provisions.

9. This Assignment may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the parties have respectively signed this Assignment effective as of the Effective Date written below.

Dated effective as of _____.

FRANCHISEE:

FRANCHISOR:

Gorilla Franchising USA, Inc.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



EXHIBIT "A-9"
TO THE FRANCHISE AGREEMENT

FRANCHISEE REPORT

We will not ask You to complete the Franchise Report, and We will disregard any answers from You, if You live or plan to operate Your Franchise Business in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin. Washington Franchisees cannot complete, fill out, or sign this Franchisee Report.

Please review each of the following questions carefully and provide honest responses to each question.

1. If You have received any oral, written, visual or other claim, guarantee or representation of any sort by Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, except for information (if any) expressly set forth in Item 19 of the Franchisor's disclosure document (or an exhibit referred to therein), please describe what You received and if known, from whom You received the information. If none, please write "none."

2. If You have received any information or representations inconsistent with the statements in the FDD or Franchise Agreement, please list those below. If none, please write "none."

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT “A-10”
TO THE FRANCHISE AGREEMENT
State Specific Addenda



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

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.

1. The California Franchise Relations Act, Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with California law, California law controls.
2. 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.)
3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
4. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
5. The franchise agreement requires binding arbitration. The arbitration will occur at Vancouver, British Columbia, Canada with the costs being borne by you for travel to, and lodging in, Vancouver, British Columbia, Canada and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
6. The franchise agreement requires application of the laws of the Province of British Columbia, Canada. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.
7. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Investment law and the California Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.
8. You must sign a general release if you transfer, renew or terminate your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.
10. Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy. 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.



11. Franchisee owners 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.

12. Late Fees in Exhibit "A-3" is amended to include the following: "The highest interest rate allowed in California is 10% annually."

13. Paragraph 20.10 is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

14. Paragraphs 20.14 and 20.18 are not enforceable in the state of California.

15. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

17. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a requirement for us to maintain a surety bond under California Corporations Code section 31113 and 10 C.C.R. section 310.113.5, which must remain in effect during our registration period. The surety bond is in the amount of \$122,000 with Lexington National Insurance Company and is available for you to recover your damages in the event we do not fulfill our obligations to you to open your franchised business. We will provide you with a copy of the surety bond upon request.

FRANCHISOR:
Gorilla Franchising USA, Inc.

FRANCHISEE:

By: _____
Name: _____
Title: _____

By: _____
(Signature)

Name: _____
Title: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF FOR THE STATE OF ILLINOIS**

Illinois law governs the franchise agreement.

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.

Franchisees 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.

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

The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the Illinois Attorney General's Office based on the franchisor's financial condition.

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISOR:

Gorilla Franchising USA, Inc.

By: _____
(Signature)

Name: _____

Title: _____



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

This Rider amends the Franchise Agreement dated _____ (the “Agreement”) between Gorilla Franchising USA, Inc. (“Franchisor”) and _____ (“Franchisee”).

1. **Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Indiana Acts” means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. **Certain Provisions Deleted.** Any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the Franchisor or sources designated by the Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the Franchisor. However, the publication by the Franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the Franchisor does not constitute designation of a source nor does a reasonable right of the Franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the Franchisor.

(2) Allowing the Franchisor to establish a Franchisor-owned outlet engaged in a substantially identical business to that of the Franchisee within the exclusive territory granted the Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the Franchisor to compete unfairly with the Franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the Franchisor without the consent in writing of the Franchisee.

(4) Allowing the Franchisor to obtain money, goods, services, or any other benefit from any other person with whom the Franchisee does business, on account of, or in relation to, the transaction between the Franchisee and the other person, other than for compensation for services rendered by the Franchisor, unless the benefit is promptly accounted for, and transmitted to the Franchisee.

(5) Requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the Franchisor which the Franchisee had ordered for private retail consumers prior to the Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the Franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or



that the agreement is renewable if the Franchisee meets certain conditions specified in the agreement.

(9) Requiring a Franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the Franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

FRANCHISOR:

Gorilla Franchising USA, Inc.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



**ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND**

This Addendum dated _____, by and between Gorilla Franchising USA, Inc., a _____ corporation, hereinafter referred to as "Franchisor" and _____, LLC/Inc., hereinafter referred to as "Franchisee."

1. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
2. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
3. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
4. 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.
5. This 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.
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.
7. Section 20.14 of the franchise agreement regarding representations and Section 20.18 of the franchise agreement regarding acknowledgement of receipt of the FDD are not applicable to franchisees in Maryland.
8. The acknowledgment in Section 20.22 of the franchise agreement regarding the use of questionnaires and acknowledgments is not applicable to franchisees in Maryland.
9. The franchisor has agreed to post a surety bond pursuant to § 14-217 of the Maryland Franchise Law, as a condition of its registration to offer and sell franchises in Maryland.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto have caused this Agreement to be effective as of the date listed above with the full authority of the Company principal they represent.

FRANCHISOR:

GORILLA FRANCHISING USA, Inc.

By: _____

FRANCHISEE:

_____, LLC/Inc.

By: _____



(Signature)

Name: _____

Title: _____

(Signature)

Name: _____

Title: _____



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

Minnesota statute 80C.21 and Minnesota 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 or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.
3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.
5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.
7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of \$30 on service charges.
8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchisee.
9. Section 5.1 is amended to add the following, "The franchisor has agreed to post a surety bond pursuant to the Minnesota Franchise Act, as a condition of its registration to offer and sell franchises in Minnesota."

Franchisee (Signature)



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ____ day of _____, 20____, between Gorilla Franchising USA, INC. and _____ to amend and revise said Franchise Agreement as follows:

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 et seq. Such provisions in the Agreement are hereby amended as follows:

- No general release shall be required as a condition of renewal and/ or transfer which is intended to exclude claims arising under North Dakota Franchise Investment Law.
- In case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorney's fees.
- The statute of limitations under North Dakota Law will apply.
- Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.
- A provision requiring litigation or arbitration to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law.
- In the event of a conflict of laws, North Dakota Law will control.
- Franchise may not assent to a waiver of exemplary or punitive damages.
- Franchisee may not assent to a waiver of jury trial, waiver of rights to exemplary or punitive damages, or waiving his rights to any procedure, forum, or remedies provided for by the laws of North Dakota, or consenting to liquidated damages, termination penalties or judgment notes.
- The State of North Dakota has determined that parties agreeing to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.
- The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota to be unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and Supplemental Agreements that a franchisee consent to the jurisdiction of the courts outside North Dakota is deleted.
- The State of North Dakota has determined that requiring franchisees to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.



2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise agreement 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.

4. The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the North Dakota Insurance & Securities Department based on the franchisor's financial statements.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum understands and consents to be bound by all of its terms.

Gorilla Franchising USA, Inc.

Franchisee: _____

By: _____

By: _____

Title: _____

Title: _____



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE COMMONWEALTH OF VIRGINIA

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.

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

The franchisor has agreed to post a \$49,500 surety bond. This surety bond requirement is imposed by the Virginia Division of Securities and Retail Franchising based on the franchisor's financial condition.



WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT

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

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

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

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

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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

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

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

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

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

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when



executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

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

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

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

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

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

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



The undersigned parties do hereby acknowledge receipt of this Addendum.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative



ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the State of Wisconsin:

- a. The Wisconsin Fair Dealership Act, Wisconsin Statutes, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.
- b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.



**EXHIBIT “B”
TO THE FDD**

**FINANCIAL STATEMENTS
(Attached)**

September 30, 2025
September 30, 2024
September 30, 2023



Gorilla Franchising USA, Inc.

(A Wyoming Corporation)

**Financial Statements with Report of Independent Auditors
For the years ended September 30, 2025, 2024 and 2023**

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Report of Independent Auditors

To the Shareholders of
Gorilla Franchising USA, Inc.:

Opinion

We have audited the accompanying financial statements of Gorilla Franchising USA, Inc., a Wyoming corporation, which comprise the balance sheets as of September 30, 2025, September 30, 2024, and September 30, 2023 and the related statements of operations, changes in shareholder's equity and cashflow for the years then ended and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2025, September 30, 2024 and September 30, 2023 and the results of its operations and its cashflows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after December 18, 2025.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
December 18, 2025

Gorilla Franchising USA, Inc.
BALANCE SHEETS
As of September 30, 2025, 2024, and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 24,669	\$ 24,969	\$ 24,969
Accounts receivable	-	-	-
Prepaid expenses & other	-	-	-
Total current assets	<u>24,669</u>	<u>24,969</u>	<u>24,969</u>
Total assets	<u>\$ 24,669</u>	<u>\$ 24,969</u>	<u>\$ 24,969</u>
LIABILITIES AND SHAREHOLDERS' EQUITY			
Current liabilities:			
Accounts payable	\$ -	\$ -	-
Related party payable	<u>74,823</u>	<u>73,150</u>	<u>69,925</u>
Total current liabilities	74,823	73,150	69,925
Noncurrent liabilities			
Accounts payable	-	-	-
Accrued expenses	<u>-</u>	<u>-</u>	<u>-</u>
Total noncurrent liabilities	-	-	-
Total liabilities	<u>74,823</u>	<u>73,150</u>	<u>69,925</u>
Shareholders' equity			
Total shareholders' equity	<u>(50,154)</u>	<u>(48,181)</u>	<u>(44,956)</u>
Total liabilities and shareholders' equity	<u>\$ 24,669</u>	<u>\$ 24,969</u>	<u>\$ 24,969</u>

see accompanying notes

Gorilla Franchising USA, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended September 30, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
OPERATING REVENUES:			
Franchise fee income	\$ -	\$ -	\$ -
Marketing fee income	-	-	-
Royalty fee income	-	-	-
Total operating revenues	<u>-</u>	<u>-</u>	<u>-</u>
OPERATING EXPENSES:			
Office supplies and software	968	857	633
Travel	300	363	9,878
Bookkeeping	289	153	468
Legal fees	212	286	4,433
Professional fees	204	1,485	5,640
Advertising & promotional	-	-	16,277
Accounting expense	-	-	3,332
Bank & interest fees	-	-	55
Travel meals	-	81	554
Prior period expenses	-	-	3,686
Total operating expenses	<u>1,973</u>	<u>3,225</u>	<u>44,956</u>
Net loss	<u>\$ (1,973)</u>	<u>\$ (3,225)</u>	<u>\$ (44,956)</u>

see accompanying notes

Gorilla Franchising USA, Inc.
STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY
For the Years Ended September 30, 2025, 2024 and 2023

	Total Equity
BALANCE, SEPTEMBER 30, 2022	\$ -
Shareholder contributions	-
Shareholder distributions	-
Net loss	(44,956)
BALANCE, SEPTEMBER 30, 2023	\$ (44,956)
Shareholder contributions	-
Shareholder distributions	-
Net loss	(3,225)
BALANCE, SEPTEMBER 30, 2024	\$ (48,181)
Shareholder contributions	-
Shareholder distributions	-
Net loss	(1,973)
BALANCE, SEPTEMBER 30, 2025	\$ (50,154)

see accompanying notes

Gorilla Franchising USA, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2025, 2024 and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	\$ (1,973)	\$ (3,225)	\$ (44,956)
Adjustments for non cash expenses:			
Prior period expenses	-	-	3,685
Change in:			
Related party payable	<u>1,673</u>	<u>3,225</u>	<u>66,240</u>
Net cash (used in) provided by operating activities	(300)	-	24,969
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of fixed assets	<u>-</u>	<u>-</u>	<u>-</u>
Net cash provided by investing activities	-	-	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Contributions	-	-	-
Distributions	<u>-</u>	<u>-</u>	<u>-</u>
Net cash provided by financing activities	-	-	-
Net change in cash and cash equivalents	\$ (300)	\$ -	\$ 24,969
Cash and cash equivalents at beginning of year	<u>24,969</u>	<u>24,969</u>	<u>-</u>
Cash and cash equivalents at end of year	<u>\$ 24,669</u>	<u>\$ 24,969</u>	<u>\$ 24,969</u>
Total cash and cash equivalents	<u>\$ 24,669</u>	<u>\$ 24,969</u>	<u>\$ 24,969</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid for interest	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

see accompanying notes

Gorilla Franchising USA, Inc.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2025, 2024 and 2023

1. Organization

Gorilla Franchising USA, Inc. (the “Company”) was organized in the State of Wyoming on August 27, 2021, as a corporation. The Company was formed for the purpose of providing franchising opportunities for exterior cleaning such as pressure washing, roof/moss removal, graffiti removal, and other similar services.

For the year ended September 30, 2025, 2024 and 2023 there were no capital contributions and no capital distributions.

2. Summary of significant accounting policies and nature of operations

Basis of accounting

The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Revenue and expenses

Operating income consists of contractual services which are recognized as revenue in the month earned as well as revenue from other contractual agreements. Expenses are recognized in the month incurred and accrued as necessary per accrual basis reporting.

Cash and cash equivalents

Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition. The Company maintains its cash in bank deposit accounts which could exceed federally insured limits. The Company has not experienced an instance where cash held in the account exceeded insured limits since their inception and have not had losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Fair value of financial instruments

The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

Gorilla Franchising USA, Inc.
NOTES TO THE FINANCIAL STATEMENTS
September 30, 2025, 2024 and 2023

2. Summary of significant accounting policies and nature of operations (continued)

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

- | | |
|---------|--|
| Level 1 | Inputs based on quote prices in active markets for identical assets and liabilities. |
| Level 2 | Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability. |
| Level 3 | Unobservable inputs based on little market or no market activity which are significant to the fair value of the assets and liabilities. |

The Company's material financial instruments consist of primarily cash and cash equivalents and related party payables. The fair values of these instruments is equal to their carrying values based on liquidity. The fair value measurement of these assets is categorized as Level 1.

Income taxes

The Company filed an election with the Internal Revenue Service to be treated as a flow-through entity for all taxable years. Therefore, the Company is not subject to corporate income tax and all taxable income or loss will pass through to the shareholders of the Company.

3. Advertising costs

Advertising costs are expensed as incurred. For the years ended September 30, 2025, 2024, and 2023, the company incurred \$0, \$0, and \$16,277 in advertising costs, respectively.

4. Related-party transactions

As of September 30, 2025, 2024, and 2023, amounts due to related parties for expenditures paid on behalf of the Company were \$74,823, \$73,150, and \$69,925, respectively

5. Contingencies

The Company has evaluated contingencies as of September 30, 2025, 2024 and 2023 and noted none to disclose.

6. Subsequent events

Subsequent events have been evaluated through December 18, 2025, which is the date the financial statements were available to be issued, and no events have been identified that would impact the financial statements of the Company.

**EXHIBIT “B”
TO THE FDD**

**FINANCIAL STATEMENTS
(Continued)**

***UNAUDITED INTERIM FINANCIALS
(Attached)**

Dated as of November 30, 2025

***THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**



*UNAUDITED INTERIM FINANCIALS
(Attached)

Dated as of November 30, 2025

***THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

Balance Sheet

Gorilla Franchising USA Ltd.

As of November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
10000 USA Checking	144,659.10
Total for Bank Accounts	\$144,659.10
Total for Current Assets	\$144,659.10
Other Assets	
Total for Assets	\$144,659.10
Liabilities and Equity	
Liabilities	
Current Liabilities	
Credit Cards	
4650 GFS Canada Interco	209,598.93
Total for Credit Cards	\$209,598.93
Total for Current Liabilities	\$209,598.93
Total for Liabilities	\$209,598.93
Equity	
Retained Earnings	-50,153.80
Net Income	-14,786.03
Total for Equity	-\$64,939.83
Total for Liabilities and Equity	\$144,659.10

Profit and Loss

Gorilla Franchising USA Ltd.

October 1-November 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Gross Profit	
Expenses	
6015 Office Supplies and Software	183.00
6353 Bookkeeping	739.03
6360 Legal Fees	8,864.00
6365 Accounting Expense	5,000.00
Total for Expenses	\$14,786.03
Net Operating Income	-\$14,786.03
Net Other Income	
Net Income	-\$14,786.03

**EXHIBIT “C”
TO THE FDD**

**SCHEDULE OF FRANCHISEES:
(as of September 30, 2025)**

	Location	Owner	Phone	Address
Nevada				
1	Henderson, Nevada*	Rod	702-766-2588	2505 Anthem Village Dr. Ste E-331, Henderson, Nevada 89052

* This franchisee was signed as a test market and is not treated as a typical franchisee and is not bound by the same requirements as new franchisees.

CANADA				
	Location	Owner	Phone	Address
Alberta				
1	Calgary SW, AB	Ryan Durand	(587) 747-3580	82 Arbour Wood Mews, Calgary, AB T3G 4B6
2	Red Deer, AB	Jason Hanasyk	(403) 597-4820	15 Sorosen Close, Red Deer, AB T4R 0L9
3	Edmonton North, AB	Michael A Cooper	(780) 416-9001	76 Ridgepoint Way, Sherwood Park, AB T7A 6B2
4	Fort McMurray	Roger Combdon	(780) 799-0788	100 Denholm Gate, Fort McMurray, AB T9H 0B2
5	Calgary NW, AB	Gbenga Jimba	(403) 710-8190	45 Sage Bluff Close NW, Calgary AB. T3R0X6
6	Edmonton South	Mike Zwake	(780) 668-0963	6408 61 st Ave, Beaumont, AB T4X 1Z2
British Columbia				
7	Abbotsford	Erin Young	(778) 878-7867	11046 79A Ave Delta BC V4C 1T7
8	Burnaby North, BC	Edwin Maas, Simon Fida & Mark Maas	(604) 613-1501	170 – 4111 Hasting Street, Burnaby, BC V5C 2J3
9	Burnaby South, BC	Pascal Quindipan	(778) 789-1000	7911 Angus Drive, Vancouver, BC V6P 5K8
10	Delta/New West, BC	Edwin Maas, Simon Fida & Mark Maas	(604) 613-1501	170 – 4111 Hasting Street, Burnaby, BC V5C 2J3
11	Kelowna, BC	James Vogan	(708) 573-6536	3313 Mckeller Rd. West Kelowna BC V4T 1W1
12	Kitsilano, BC	Pascal Quindipan	(778) 789-1000	7911 Angus Drive, Vancouver, BC V6P 5V8
13	Langley, BC	Jordan Luke	(604) 753-8177	5303 – 204 th Street, Langley, BC
14	Maple Ridge, BC	Darren Roberts	(778) 241-0201	23180 123 rd Ave, Maple Ridge, BC (604) 836-1187)
15	Nanaimo, BC	Curtis Hansen	(250) 618-8783	5917 Monashee Way, Nanaimo, BC V9T 6A2
16	North Vancouver, BC	Michael, Pamela & Paul Mutsaerts	(604) 984-7342	1636 Kilmer Road, North Vancouver, BC V7K 1R7
17	North Surrey, BC	Darren Roberts	(778) 241-0201	203 - 22471 Lougheed Highway, Maple Ridge, BC V2X 7Y9
18	Richmond, BC	Pascal Quindipan	(778) 789-1000	7911 Angus Drive, Vancouver, BC V6P 5V8
19	South Surrey, BC	Jordan Luke	(604) 753-8177	5303 – 204 th Street, Langley, BC



	Location	Owner	Phone	Address
20	Tri-Cities, BC	Alex Xia	(778) 955-9055	9 - 7700 Abercrombie Drive, Richmond, BC V6Y 3X8
21	Vancouver (Downtown), BC	Eli Howell	(604) 655-7928	2041 Bellwood Ave, Burnaby, BC V5B 4V5
22	Vancouver East, BC	Eli Howell	(604) 655-7928	2041 Bellwood Ave, Burnaby, BC V5B 4V5
23	Vernon, BC	James Vogan	(708) 573-6536	3313 McKeller Rd. West Kelowna BC V4T 1W1
24	Victoria BC	Toni Spizzirri	(778) 833-2446	1990 Gillespie Rd. Sooke, BC. V9Z 0Z2
Manitoba				
25	Winnipeg South, MB	Denny Black	(204) 452- 5252	1939 Bishop Grandin Blvd. Winnipeg, MB R2M 2R6
New Brunswick				
26	Moncton, NB	Shawn & Kevin Leblanc	(506) 625-1898	52 Whisperwood Drive, Moncton, NB E1G 0P8
Nova Scotia				
27	Halifax, NS	Matthew Jardine	(902) 830-2753	6 Forest Glade Drive, Hatchett Lake, NS B3T 1R6
Ontario				
28	Ajax, ON	Bill Davies	(637) 284-5766	42 Kirkdene Drive, Scarborough, ON M1C 3A7
29	Barrie, ON	Crissy Hesch	(705) 790-3883	1-8 Yonge Street South, Elmval, ON L0L 1P0
30	Brampton/Halton Hills, ON	Darcy Blais	(647) 571-2102	15 Watson Road, Georgetown, ON L7G 5P4
31	Brantford, ON	RJ Chamberlin	(416) 436-6851	70 Santos Dr, Caledonia, Ontario, Canada, N3W 0H2
32	Burlington, ON	Andres Rodrigues	(647) 229-7485	2256 Osprey Lane, Oakville, ON L6M 3Z8
33	Cornwall ON	Glenn Rowe	(613) 551-5296	717 Jase Street, Cornwall ON, K6H 7E3
34	Hamilton, ON	Elmin Rizvanovic	(365)366-3905	Unit 10-7 Applewood Avenue, Stoney Creek, ON L8G 3S4
35	Newmarket ON	Liz Ordenez Trujillo	(647) 974-9698	6134 line 2 North, Midland, ON L4R4K3
36	North Bay ON	Danny Dunn	(705) 358-1283	5 Silver Maple Lane, North Bay, ON P1C 0B5
37	Muskoka ON	Justin Collier	(519) 944-4271	390 McEachern Lane, Gravenhurst ON P1P 0H8
38	Niagara, ON	Matt Tulk	(905) 359-8996	Unit 52, 515 Winston Ave. Ontario L3M 0C8
39	Niagara West, ON	Matt Tulk	(905) 359-8996	Unit 52, 515 Winston Ave. Ontario L3M 0C8
40	Oakville, ON	Mason Cvetas	(905) 484-3075	231 Butterfly Lane, Oakville ON, L6L 6V4
41	Oshawa ON	Nick Burnham	(289) 404-4044	864 Fernhill Blvd. Oshawa ON, L1J 5K4
42	Ottawa East, ON	Ahmad Moumne	(613) 222-5996	Unit 220, 261 Columbia Ave. Ottawa ON. K1K 1P5
43	Ottawa West, ON	James & Mary-Lynn Willis	(613) 854-8123	40 Forest Creek Drive, Stittsville, ON K2S 1M2
44	Scarborough, ON	William Bruce Davies	(637) 284-5766	42 Kirkdene Drive, Scarborough, ON M1C 3A7
45	Sudbury, ON	Shauna Dunn	(705) 477-5419	66 Josephine Street



	Location	Owner	Phone	Address
				North Bay, ON P1B 0A0
46	Timmins, ON	Norman & Chantale Beaudry	(705) 262-9494	405 Remembrance Street, Porcupine ON P0N 1C0
47	Vaughan, ON	Eugene Ilao	(647) 880-5580	
Saskatchewan				
48	Regina, SK	Darrel Treppel	(306) 737-7404	118 Metcalfe Road, Regina, SK, S4V 0H8
49	Saskatoon, SK	Darrel Treppel	(306) 737-7404	118 Metcalfe Road, Regina, SK, S4V 0H8

COMPANY-OWNED LOCATIONS

50	Etobicoke, On	Andrew Edwards	(778) 222-6111	3844 Parri Rd, Sorrento, BC V0E2W0, Canada
51	Chilliwack BC	Andrew Edwards	(778) 222-6111	3844 Parri Rd, Sorrento, BC V0E2W0, Canada

CANADIAN FRANCHISEES THAT TRANSFERRED THEIR FRANCHISE IN FY 2025: None

Location	Name	Phone	Address

CANADIAN FRANCHISES THAT CEASED OPERATIONS IN FY 2025 OR HAVE NOT CONTACTED US WITHIN 10 WEEKS: None

Location	Name	Phone	Address

* If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.



EXHIBIT "D"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	651 Bannon Street, Ste 300 Sacramento, CA 95811	(916) 445-7205 (866) 275-2677 www.dfpi.ca.gov askDFPI@dfpi.ca.gov
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20 th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7 th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	New York Department of State		99 Washington Ave, 6 th Floor, Albany, NY 12231	(518) 473-2492
North Dakota	Insurance Commissioner	North Dakota Insurance & Securities Department	600 East Boulevard Ave., Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527



South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2 nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1 st Floor, Richmond, VA 23219	
Washington	Director	Department of Financial Institutions	150 Israel Rd SW Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

If a state is not listed, Gorilla Franchise Services USA has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Gorilla Franchise Services USA has appointed an agent for service of process.



**EXHIBIT “E”
TO THE FDD**

**LIST OF STATE AGENCIES RESPONSIBLE FOR
FRANCHISE DISCLOSURE/REGISTRATION LAWS**

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation www.dfpi.ca.gov ask_DFPI@dfpi.ca.gov	Department of Financial Protection and Innovation	<u>Sacramento:</u> 651 Bannon Street, Ste 300, Sacramento, CA 95811 <u>San Diego:</u> 1455 Frazee Road Suite 315, San Diego, CA 92108 <u>San Francisco:</u> One Sansome Street, Ste. 600, San Francisco, CA 94101 <u>Los Angeles:</u> 320 West 4 th Street, Ste. 750, Los Angeles, CA 90013-2344	<u>Sacramento:</u> (916) 445-7205 <u>San Diego:</u> (619) 525-4233 <u>San Francisco:</u> (415) 972-8559 <u>Los Angeles:</u> (213) 576-7500 <u>Toll Free:</u> (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 32314-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2722
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20 th Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6 th Floor, Lansing, MI 48933	(517) 373-7117



Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7 th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21 st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Insurance & Securities Department	600 East Boulevard Avenue, Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2 nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9 th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 41200, Olympia WA98504-1200	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6 th Street, NW, Washington DC 20580	(202) 326-3128



**EXHIBIT “F”
TO THE FDD**

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EXHIBIT "G"
TO THE FDD

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

IN RELATION TO THE FRANCHISE DISCLOSURE DOCUMENT OF GORILLA FRANCHISE SERVICES USA DATED _____ WITH ALL ITS SCHEDULES INCLUDING THE FRANCHISE AGREEMENT.

THIS IS TO CERTIFY THAT I have been retained by the prospective franchisee, the full name and details of whom are reflected here below, to review the documents and have advised him/her with regard to the content of the documents, statutory compliance thereof and the signing the Franchise Agreement on the date sated here below.

I fully read over and explained to him/her the nature and effect thereof and the rights and obligations to which he/she has agreed, including but not limited to the fact that he/she is fully responsible as Guarantor.

He/she expressed himself/herself to understand the nature and effect of the within document, and that he/she will execute the same, freely, voluntarily, and without fear, threat, or compulsion of, from, or by any person.

Dated at _____ on the ____ day of _____, 20 ____.

Franchisee's Attorney

Signature

Print Name

Date

I, the undersigned Franchisee whose full details appear hereunder, state that I have read over the above Certificate of Independent Legal Advice and that the statements therein said to be made by me are true.

Franchisee

Signature

Print Name

Date

[Signature Page to Certificate of Independent Legal Advice]



ALTERNATIVELY, IF NO LEGAL COUNSEL SOUGHT OR OBTAINED:

I, the undersigned Franchisee whose full details appear hereunder, state that I have read the Franchise Disclosure Document and Franchise Agreement and will not, notwithstanding being advised thereto, obtain independent legal advice. I hereby waive my rights in this regard.

I have fully read the documents and understand the nature and effect thereof and the rights and obligations to which I am agreeing, including but not limited to the fact that I am fully responsible as the Guarantor.

I hereby state that I understand the nature and effect of the documents and that I will execute the same freely, voluntarily, and without fear, threat, or compulsion of, from, or by any person.

In relation to the Franchise Disclosure Document, I waive my rights with regard to obtaining independent legal advice and review of the statutory requirements and, in this regard, irrevocably waive my right to claim against the Franchisor, or rescind on this basis.

Dated at _____ on the ____ day of _____, 20____.

Franchisee

Signature

Print Name

Date

[Continuation of Signature Page to Certificate of Independent Legal Advice]



**EXHIBIT “H”
TO THE FDD**

RELEASE AGREEMENT (FORM)



**RELEASE AGREEMENT
(Form)**

This RELEASE AGREEMENT ("Agreement") is made and entered into as of _____ by and between **GORILLA FRANCHISING USA, INC.** ("Franchisor") and _____, **LLC/INC.**, _____, **AND** _____ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Gorilla Property Services® franchise agreement on _____ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of _____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any



right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the non-competition clauses of the Franchise Agreement or their Non-Competition Agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the state of British Columbia, Canada without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of British Columbia, Canada even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Vancouver, British Columbia, Canada will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of British Columbia, Canada.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Vancouver, British Columbia, Canada, and the laws of the state of British Columbia, Canada will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.



6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.



IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:

GORILLA FRANCHISING USA, INC.

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

PERSONAL GUARANTOR(S):

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____



EXHIBIT "I"
TO THE FDD

EXTENDED NON-DISCLOSURE AGREEMENT



EXTENDED NON-DISCLOSURE AGREEMENT

DATE: _____

This Agreement, effective as of the aforementioned date, is entered into between Gorilla Franchising USA, Inc. a company registered in British Columbia with its registered and records office at 578 Clearwater Way, Coquitlam BC V3C5W3, or any of its subsidiary or associated companies, (*hereinafter referred to as the "Franchisor", and*

Full Legal Name:

Driver's License Number:

Date of Birth: (*Day/Month/Year*)

Address:

City:

Province/State:

Postal/ZIP Code:

and/or any business entity, past, present, or future that he/she may represent, or its subsidiary or associated companies and its directors, which are hereby bound.

(*Hereinafter referred to as the "Applicant"*)

The parties agree as set out below:

1. The Applicant's address is deemed to be his/her chosen *domicilium citandi et executandi*.

NON-DISCLOSURE

2. The parties entered into and are, as at the date hereof, conducting negotiations with one another regarding the taking up of a Gorilla Franchise ("the project"), in the course of which either party may disclose certain of its confidential information to the other.
3. Accordingly, each party hereby agrees and undertakes in favour of each other, in order to protect such party's proprietary interests in and to its confidential information:
 - a. To maintain in secrecy all confidential information of the other party that may have been disclosed or communicated to or acquired by it, exercising at least the same degree of care with which it protects its own confidential information;
 - b. Only to disclose the confidential information of the other party to such of its employees, agents, and/or representatives with a need to know for purposes of the project, provided that it shall advise those persons of their obligations under this Agreement;
 - c. Not, during the existence of this Agreement or at any time thereafter, to disclose, directly or indirectly to any person or entity whatsoever, confidential information of the other party that may have been disclosed or communicated to or acquired by it;
 - d. Not, during the existence of this Agreement or at any time thereafter, to use, exploit, permit the use of, or in any manner whatsoever apply the confidential information of the other party for its own benefit or for any other purpose other than for which it was disclosed; and
 - e. To claim and enforce similar confidentiality undertakings from all its employees, agents, and/or representatives to whom the confidential information has been disclosed.
4. For purposes of this Agreement, "confidential information" means technical, trade, commercial, financial, and management information and secrets of a party, including (but not limited to) any information in respect of formulae, know-how, statistics, processes, systems, business methods, and techniques used by that party in the conduct of its business; any information contained in any business or other model, computer network and/or software architecture design, pricing schedule, or other document prepared by that party in connection with the project; all computer software concepts, specifications, and internal control systems of that party, all trade secrets, inventions, technical data, user or consumer data, research and development data, profiles, designs,



formulations, and all other information belonging to or in the possession of the party and used by it in its business operations; knowledge of details and particulars with regard to that party's suppliers, customers, and business associates; that party's methods of conducting business, management, costs, and related matters; any other information which relates to the business of a party which is not readily available in the normal course of business to competitors of that party and which may come to the knowledge of the recipient, and all other information, documentation, material, or ideas of that party, in whatever form and contained on whatever media, whether subject to or protected by common law relating to copyright, patent, trade mark (registered or unregistered), or otherwise.

5. Each party hereby acknowledges that the unauthorised disclosure by it of the confidential information of the other party may cause irreparable loss, harm, and damage to such other party and the recipient accordingly hereby indemnifies the other party against any loss, action, expense, claim, harm, or damage, of whatever nature, suffered or sustained by such other party pursuant to a breach of the provisions of this Agreement by the recipient and will be liable to compensate that party for its loss.
6. The other party made no representation nor gave any warranty as to the accuracy or completeness of the confidential information divulged to it, and accordingly cannot be liable with respect thereto.
7. Any and all documentation or records relating to the confidential information of either party which comes into the possession of the other party during the existence of this Agreement, or at any time thereafter, shall be deemed to form part of the confidential information and shall be surrendered to the other on demand and the recipient shall not retain any copies or pieces thereof or extracts therefrom.
8. The above undertakings relating to confidentiality and non-disclosure shall not apply to any information which:
 - a. Is already in the public domain or becomes available to the public otherwise than by the default of the recipient or any person for whose acts it is responsible;
 - b. Was in the recipient's possession at the time of its disclosure hereunder without an obligation of confidence;
 - c. Was independently acquired or developed by the recipient in circumstances that do not amount to a breach of the provisions of this Agreement by the recipient;
 - d. Was acquired by the recipient independently from a third party acting in good faith which has not previously obtained the confidential information directly or indirectly under a confidential obligation from the other party; or
 - e. Is disclosed by the recipient to satisfy an order of a court of competent jurisdiction, or to comply with the provisions of any law or regulation in force from time to time.
9. This Agreement, read with its appendices, constitutes the sole record of the agreement between the parties with regard to the subject matter hereof.
10. No party shall be bound by any representation, warranty, undertaking, promise, or the like not recorded in this Agreement.
11. No addition to, variation, or consensual cancellation of this Agreement shall be of any force or effect unless done in writing and signed by or on behalf of the parties.
12. Any indulgence, which any party may show to any other terms, or pursuant to the provisions contained in this Agreement, shall not constitute a waiver of any of the rights of the party that granted such indulgence.
13. The term of this Agreement shall be two (2) years from the effective date specified on page one (1).
14. The duty to keep the information confidential shall survive the termination of this Agreement.
15. At the completion of the term, all information in tangible form shall be returned to the disclosing party upon request or otherwise agreed to in writing.
16. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of Canada, provided that in the event of a conflict between or inconsistency in the laws applicable in the various provinces of Canada, the law as applied and interpreted in British Columbia will prevail.



NON-CIRCUMVENTION
17. During the duration of the Recruitment & Selection process, the Applicant may under no circumstances and at no stage thereof attempt to circumvent the Franchisor's Recruitment & Selection process in any manner.
18. Further, during this process, the Applicant confirms that he/she will not engage in any similar process with any other party.
NON-COMPETITION
19. The Applicant acknowledges that during the Recruitment and Selection process, the Franchisor and/or its agents will make available to him/her various confidential information as set out in clause 4 here above, which includes methods and information relating to the Recruitment & Selection process itself.
20. The Applicant acknowledges that he/she had no part in the creation or development in the Franchisor's system whatsoever, and that all information received by him/her from, or disclosures made to him/her by, the Franchisor (but not to the general public) at any time prior to the signature shall be treated, kept, and maintained as confidential trade secrets and shall not be used to go into competition with the Franchisor or supplied to others for that purpose, and the Applicant shall remain bound indefinitely by the obligation not to disclose such trade secrets to anyone.
LIMITATIONS ON LIABILITY AND DISCLAIMERS
21. The Applicant acknowledges and agrees that Franchisor has made him/her aware that any information supplied during the process leading up to and until the signing of the Franchise Agreement (<i>the "Content"</i>) other than what is supplied in the Franchisor's Franchise Disclosure Document, is supplied as guidelines to assist the Applicant to prepare his/her own income and expense statements, balance sheets, action plans, and the final business plan, as well as any other financial or business preparation that the Applicant must make before commencing of business (<i>the "Preparation"</i>).
22. The Applicant must and shall rely on his/her own research and experience to do his/her own preparation.
23. Under no circumstances does the Franchisor assume any liability or responsibility pertaining to the content of any supplied document nor its content for any use the Applicant makes thereof.
24. The Franchisor will not be responsible for any damages the Applicant or any third party may suffer as a result of the use of the Content.
25. The Applicant is solely responsible for compiling its own preparation documents, figures, and projections, and shall apply its own judgment in making use of any Content, including, without limitation, the use of the information as the basis for any conclusions.
26. The Applicant acknowledges and agrees that the Content may not reflect the situation of the business in the proposed Territory, and shall be relied upon by the Applicant at its own risk.
27. The Applicant further acknowledges and agrees that the Content is provided for guideline and informational purposes only, shall not be interpreted as a recommendation for any specific use or course of action and is not intended as a substitute for any professional advice.
28. In no event shall the Franchisor or any of its affiliates, agents, licensors, suppliers, or their respective directors, officers, or employees be liable for special, general, incidental, punitive, exemplary, aggravated, economic, or consequential damages, however caused.
INDEMNITY
29. The Applicant hereby agrees at all times to indemnify, defend, and hold harmless the Franchisor, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities, and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred, or paid by the Franchisor directly or indirectly in respect of any information supplied by the Franchisor to the Applicant.
APPLICANT (PLEASE PRINT OR TYPE)



Signed at _____ on this the _____ day of _____	
Signature: _____	Witness: _____
Name: _____	Name: _____
GORILLA FRANCHISING USA, INC.	
Gorilla Franchising USA, Inc. hereby acknowledges the foregoing together with the receipt of the deposit referred to above and agrees to consider the Applicant as candidate for a Gorilla Franchise Services franchise.	
Signed at _____ on this the _____ day of _____	
Signature: _____	
Name: Andrew Edwards	



State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	January 14, 2026
Maryland	Pending
Michigan	January 5, 2026
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	January 20, 2026
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	January 2, 2025, as amended January 14, 2025

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



RECEIPT
(Franchisee's Copy)

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 Gorilla Franchising USA, 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.

If Gorilla Franchising USA, 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 state administrator listed in Exhibit "E." Gorilla Franchising USA, Inc. authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

Gorilla Franchising USA, Inc. is located at 3844 Parri Rd, Sorrento, BC V0E2W0, Canada. Its telephone number is 1-844-GORILLA.

The issuance date of this disclosure document is December 22, 2025, as amended January 14, 2026.

The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Andrew Edwards	53844 Parri Rd, Sorrento, BC V0E2W0, Canada	1-844-GORILLA

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller: _____

I received a disclosure document dated December 22, 2025, as amended January 14, 2026, that included the following Exhibits:

A.	Franchise Agreement and its Exhibits	F.	Table of Contents for Operations Manual
B.	Financial Statements	G.	Certificate of Independent Legal Advice
C.	Schedule of Franchisees	H.	Release Agreement (FORM)
D.	List of Agents for Service of Process	I.	Extended Non-Disclosure Agreement
E.	List of State Agencies Responsible for Franch Disclosure and Registration Laws		

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Title
(If signing on behalf of a company)

Please keep this copy for your records.



RECEIPT
(Franchisor's Copy)

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 Gorilla Franchising USA, 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.

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E.	List of State Agencies Responsible for Franchise Disclosure and Registration Laws		

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Title
(If signing on behalf of the company)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Gorilla Franchise Services USA at 3844 Parri Rd, Sorrento, BC V0E2W0, Canada, or by emailing a copy of the signed and dated receipt to info@gorillapropertyservices.com.

