



Tint World, LLC
A Florida Limited Liability Company
1000 Clint Moore Road, Suite 110,
Boca Raton, FL 33487, Tel: 561.353.1060
Franchise@TintWorld.com
www.TintWorld.com

The TINT WORLD, LLC ("Franchisor") offers franchises ~~that we offer is~~ for the operation of TINT WORLD® Automotive Styling Centers ~~that~~, specializing in the retail sale and installation of automotive window tinting, ~~protective film~~, vehicle wraps, ~~audio and~~ paint protection films, mobile electronics, ~~audio and~~ security systems, ~~accessories~~, wheels and tires, ~~detailing and~~ ceramic coating, ~~detailing~~ services, and other ~~approved~~ automotive aftermarket products and services ~~that include~~. Certain franchises may also offer marine, residential, and commercial window film installation and surface coating related services.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a franchise agreement is \$249,950 to \$479,950. This includes \$64,950 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a franchise agreement with Mobile Services is ~~\$239,950~~ \$264,954 to \$449,950. This includes ~~\$132,850 to \$197,850~~ \$74,950 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a multi-unit development agreement is ~~\$278,900 to \$596,29,750~~. This includes ~~\$172,800 to \$237,800~~ \$104,900 for two Centers, and ~~\$282,650 to \$347,650~~ \$214,750 for five Centers that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a TINT WORLD® Automotive Styling Centers business under a multi-unit development agreement with Mobile Services is \$304,900 to \$649,750. This includes \$114,900 for two Centers, and \$224,750 for five Centers that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Development Department at Tint World, LLC, 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487, Phone Number 561.353.1050.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1.877.FTC.HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W. Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUANCE DATE: April ~~28, 2025, as amended October 23, 17,~~ 2025~~6~~

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement and multi-unit development agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Florida. 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 Florida than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
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 and / or Maximum Prices.**~~ ~~You must comply with minimum and / or maximum prices set by the Franchisor for the goods and services you sell. This requirement may reduce your anticipated revenue and net income.~~ **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

NOTICE REQUIRED BY THE STATE OF MICHIGAN

THE 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.

The Michigan Franchise Law states in Sec. 445.1527, Sec. 27 that each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five 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 six 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 \$100,000.00, 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
CONSUMER PROTECTION DIVISION
Attention: Antitrust & Franchise
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373-7117

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, APPEAR IN EXHIBIT J.

Item 1

THE FRANCHISOR, ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, “we”, or “us”, or “our” means Tint World, LLC, the franchisor. “You” and “your” means the person or entity who buys the franchise, including all equity owners of a corporation, general partnership, limited partnership, limited liability, or any other type of entity (an “Entity”). If you are an Entity, each individual, with direct or indirect ownership interest shall be referred to as an “Owner.”

The Franchisor

We are a Florida limited liability company established on September 22, 2006. Our principal business address is 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487. We operate under our corporate name Tint World, LLC, the TINT WORLD® trademark, and the trademarks described in Item 13 of this disclosure document (the “Marks”). We do not do business or intend to do business under any other names. We have no parent corporation. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

We began offering franchises for TINT WORLD® Centers in September 2007. The TINT WORLD® concept was originally started in Florida, in 1982, by our predecessor, Tint World, Inc., whose address was 7405 N. Pine Island Rd., Tamarac, FL 33321. Our predecessor never offered franchises in either this or any other business. The System and Marks were assigned to Tint World, LLC, on September 22, 2006. We have, through our predecessor, been doing business as TINT WORLD® since 1982. We do not operate any company stores.

Our Parent and Affiliates

Our direct parent is TW Midco, LLC, a Delaware limited liability company formed on September 12, 2025 and its principal business address is 1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487. TW Midco, LLC has never offered franchises or licenses in any line of business and does not provide products or services to franchisees.

TW Midco, LLC is wholly-owned by TW GuaranteeCo, LLC, a Delaware limited liability company formed on September 12, 2025 and its principal business address is 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487. TW GuaranteeCo, LLC has never offered franchises or licenses in any line of business and does not provide products or services to franchisees.

TW GuaranteeCo, LLC is wholly-owned by TW Holdco, LLC, a Delaware limited liability company formed on September 11, 2025 and its principal business address is 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487. TW Holdco, LLC has never offered franchises or licenses in any line of business and does not provide products or services to franchisees.

TW Holdco, LLC is controlled by TW InvesteCo, Inc., a Delaware corporation formed on August 21, 2025 (“TW InvesteCo”), which purchased a majority ownership interest in us through an investment in TW Holdco, LLC, effective as of September 25, 2025. The current principal business address for TW InvesteCo is 401 E. City Ave., Bala Cynwyd, PA 19004.

TW InvesteCo is controlled by Susquehanna Growth Equity Fund VII, LLLP, a Delaware limited liability limited partnership formed on December 28, 2022 (“Susquehanna”). The current principal business address for Susquehanna is 401 E. City Ave., Bala Cynwyd, PA 19004.

Susquehanna has never operated nor franchised any businesses, but is the indirect parent of certain other unrelated franchise companies that are our affiliates for purposes of this disclosure document, as follows.

1. Main Line Brands LLC, a Delaware limited liability company originally formed as Authority Franchising, LLC on September 10, 2020, and which changed its name to Main Line Brands LLC effective on March 18, 2021. Main Line Brands LLC has offered franchises for the “Mosquito Authority” and “Pest Authority” brands in the United States and Canada since October 2020 and for the Fitness Machine Technicians FMT brands in the United States

since May 2023 and in Canada since September 2023. Main Line Brands has its principal business address at 2359 Perimeter Pointe Parkway, Suite 250, Charlotte, North Carolina 28208.

2. Soccer Shots Franchising, LLC, a Pennsylvania limited liability company formed on January 15, 2005. Soccer Shots Franchising, LLC has offered Soccer Shots franchises in the United States since February 1, 2005. Soccer Shots Franchising, LLC has its principal place of business at 1020 South Eisenhower Blvd., Middletown, PA 17057.

3. Little Kickers Franchising Ltd, a UK private limited company formed on June 15, 2004. Little Kickers Franchising Ltd, has offered Little Kickers franchises in the United Kingdom and certain other international jurisdictions since October 2022. Little Kickers Franchising Ltd has its principal place of business at 401 City Ave., Bala Cynwyd, PA 19004.

4. Little Kickers Canada Operations ULC, a British Columbia unlimited liability company formed on January 3, 2023. Little Kickers Canada Operations ULC has offered Little Kickers franchises in Canada and certain other international jurisdictions since January 2023. Little Kickers Canada Operations ULC has its principal place of business at 401 City Ave., Bala Cynwyd, PA 19004.

5. Little Kickers Australia Franchising Pty Ltd., an Australia limited company formed on January 13, 2025. Little Kickers Australia Franchising Pty Ltd. has offered Little Kickers franchises in Australia since August 2025. Little Kickers Australia Franchising Pty Ltd. has its principal place of business at 401 City Ave., Bala Cynwyd, PA 19004.

Also, although not technically our affiliate, our Founder & Chief Executive Officer and our Compliance Office have a controlling ownership interest in I Car Care, LLC d/b/a Auto Parts Network® in Boca Raton, FL, which was organized in the state of Florida in August 2006. Auto Parts Network® maintains its principal place of business at 1000 Clint Moore Road, Suite 110-A, Boca Raton, Florida 33487. Auto Parts Network® is an internet software, ecommerce, and distribution 'Platform' (the "Platform") that enables access to wholesale suppliers electronic ordering and provides consumers the ability to 'Purchase from the www.TintWorld.com' website (the "Internet Sales") and choose a particular Center to purchase the items with an option to ship the items to a Center for pick up or installation. Centers must use the Platform to access these programs. Auto Parts Network® does not: (a) operate a business of the type being franchised; or (b) currently offer franchises in this or any other line of business.

We have no predecessors or other parents or affiliates required to be disclosed in this Disclosure Document.

The Franchise

We license a system (the "System") for the development and operation of a TINT WORLD® Automotive Styling Centers store (each a "Center," "Store," or "Franchised Business") using the "TINT WORLD®" name, trademarks, service marks, trade names, associated designs, artwork, and logos we periodically designate (collectively, the "Marks") that specializes in the sale and installation, from a fixed-location retail and installation Center (each a "Center Location"), of automotive window tinting, protective film, vehicle wraps, audio and paint protection films, mobile electronics, audio and security systems, car and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services, and other automotive aftermarket products and services (collectively, the "Authorized Products and Services"). Additionally, subject to your request, market availability, and our approval, as a part of the Approved Products and Services we may also authorize you to provide mobile territory based services ("Mobile Services") requiring use of a branded and wrapped service vehicle (each a "Service Vehicle") used to provide marine, residential, and commercial window film, installation and protective coating services security film, decorative film, perforated film, custom design window and wall graphics, protective coating services, and other products and services that we designate and may modify from time to time (collectively, the "Mobile Products and Services"). Once we approve your Center Location, we will designate a geographic area (your "Designated Territory") around your Center Location. If, at your request, we authorize you to provide Mobile Services we will designate the geographic area where you will be authorized to provide Mobile Services.

If you elect to offer and provide Mobile Services and if we authorize you to provide Mobile Services, you will be required to sign our Mobile Services addendum to your franchise agreement and, among other things, you must comply with our Mobile Services policies and operational requirements that include, participation in our Mobile Services Call Center Services, licensing our Mobile Services software license systems, and maintenance of our SystemBrand s Standards related to training and maintaining dedicated employees and team members ready to perform and provide our

Mobile Services. If you do not elect to provide Mobile Services within your Designated Territory or in compliance with our System requirements, we may authorize another System franchisee or Center to provide Mobile Services within your Designated Territory.

TINT WORLD® Centers operate ~~under~~pursuant to a prescribed ~~S~~system specifications of standards and operating procedures (the “System”) that we have developed and may ~~continue to develop. The distinguishing appearance and characteristics of the~~modify from time to time. The System includes, ~~but are not limited to, our approved~~ store designs, ~~digital showrooms,~~ layouts, ~~décor,~~ and identification schemes (collectively, the “Trade Dress”); ~~our designated~~ website ~~or series of websites;~~ ~~our(s),~~ online ~~stores, ordering and~~ booking ~~system;~~ ~~our platforms,~~ and ~~approved~~ digital ~~presence and~~ listings (collectively, the “System Website”); ~~our required point-of-sale and related~~ software ~~and computer programs,~~ ~~our systems;~~ specifications for ~~approved~~ equipment, inventory, and ~~accessories;~~ ~~our~~ products and services; ~~our relationships with vendors; the accumulated experience reflected in our~~ training programs; operating procedures; customer service standards, ~~methods, and;~~ marketing ~~techniques~~programs; and the mandatory and ~~suggested~~advisory policies, procedures, standards, and specifications, ~~rules, and requirements (the “System Standards”) set out in our operations manual (the “Operations Manual”) and otherwise in writing set forth in the Brand Standards Manual and other written directives (collectively, the “Brand Standards”).~~ We may change, improve, add to, and further develop the elements of the System from time to time.

~~Items~~Products and services ~~are~~must be offered and sold ~~in accordance to specified procedures with the Brand Standards.~~ If you ~~acquire~~purchase a franchise, you must operate your Center ~~according to~~in compliance with our prescribed business formats, methods, procedures, designs, layouts, standards, and specifications, as we may establish and modify from time to time in accordance with the Franchise Agreement.

Franchise Agreement

We offer a Franchise Agreement ~~of~~in the ~~type contained form attached~~ as Exhibit B (the “Franchise Agreement”). If you ~~sign the~~enter into a Franchise Agreement; we will grant you the right to develop and operate one TINT WORLD® Center at a location we approve in writing (the “Center Location-that is located”) within a designated territory-, as described in the Franchise Agreement.

You will be required to develop and operate your TINT WORLD® Center in ~~conformity~~accordance with the ~~requirements of our~~ System and ~~at a TINT WORLD® Center in location that we approve in writing~~all Brand Standards. If you do not have an approved site ~~for at the time,~~ your ~~TINT WORLD® Centers~~sign the Franchise Agreement, you must select a site in accordance with the Franchise Agreement and obtain our prior written approval ~~of the location before commencing operations.~~ Your TINT WORLD® Center must at all times conform to ~~the requirements of our~~ System requirements. Mobile Services are not included within the Center Location franchise. If we authorize you to ~~provide~~offer Mobile Services, you ~~will be required to sign our~~must execute a separate Mobile Services ~~a~~Addendum to your the ~~Franchise a~~Agreement. You may only offer and provide. Any authorized Mobile Services may be offered only within the designated territory ~~that we designate and subject to our System and in compliance with applicable Brand s~~Standards and ~~requirements.~~

Before signing a Franchise Agreement, you ~~will be required to~~must complete, sign, and ~~send us~~submit our franchise application form (the “Franchise Application”) ~~before signing the Franchise Agreement. Exhibit K contains a.~~ A copy of the Franchise Application and Deposit Receipt is attached as Exhibit K.

Multi-Unit Development Agreement

We offer a Multi-Unit Development Agreement ~~of~~in the ~~type contained form attached~~ as Exhibit C (the “Multi-Unit Development Agreement”). If you ~~sign the~~enter into a Multi-Unit Development Agreement; we will grant you a right and obligation to develop and operate a specific number of TINT WORLD® Centers in accordance to a ~~mandatory with a required~~ development schedule (the “Development Schedule”) within a defined geographic area (the “Development Area”). ~~You will be required to sign a separate franchise agreement, in our then current form, f~~For each Center you develop ~~under,~~ you will be required to execute our then-current form of Franchise Agreement, which may differ materially from the Franchise Agreement attached to this Franchise Disclosure Document. The Development Schedule will be established in the Multi-Unit Development Agreement, ~~which may contain material differences as compared to the Franchise Agreement disclosed in this franchise disclosure document. Your Development Schedule may~~

~~vary depending on your~~ and may vary based on the size of the Development Area and the number of ~~TINT WORLD®~~-Centers ~~that~~ you are authorized to develop. Failure to meet the Development Schedule may result in the loss of development rights, as described in the Multi-Unit Development Agreement.

Market and Competition

TINT WORLD® ~~Customers include retail customers,~~ Centers provide products and services to retail consumers and may also serve new and used ~~car~~ automobile dealerships, ~~automobile fleets~~ operators, insurance companies, governmental ~~agencies, entities, and certain~~ commercial customers, ~~such as store merchants, and commercial buildings, offices.~~ You will compete with automotive dealerships and ~~other~~ with national, regional, and local independent retailers and service providers. ~~However, some of our services that offered may be complementary to similar automotive dealerships and add value to the promotion of the aftermarket products and services offered by your Center.~~ The market for these ~~types of~~ products and services is ~~well developed and~~ competitive and well established.

Industry Specific Laws

The automotive ~~and marine~~ aftermarket accessory, ~~repair, and maintenance~~ and related services and installation industry ~~ies is regulated by~~ are subject to federal, state, and local laws, ~~rules,~~ and regulations ~~related to the sale, installation, governing, among other things, vehicle~~ safety, ~~and maintenance of automobiles, marine crafts, installation of window film tinting standards, after-market vehicle and craft enhancements, modifications, accessories, tire and wheel installation, and related installation and maintenance services.~~ Many states regulate the permissible percentage of light transmission for automotive window tinting, and compliance requirements may vary by jurisdiction. You are responsible for determining and complying with all applicable laws affecting your operation. The residential and commercial window film and related services industry ~~ies is regulated by~~ are subject to applicable federal, state, and local laws, ~~rules,~~ and regulations ~~related to residential and commercial window tinting, health and, including building codes, safety standards, tinting standards, building codes and and installation~~ requirements ~~related to installation and maintenance services.~~ Depending on your jurisdiction and ~~or on~~ the Approved P products and S services you offer, you or ~~one or more of your~~ employees may be required to obtain, ~~or we may recommend that you or one or more of your employees obtain,~~ certain licenses, permits, or certifications. In some cases, industry certifications ~~bysuch as~~ Automotive Service Excellence (“ASE”) and/or Mobile Electronics Certified Professional (“MECP”). ~~You should investigate and research these laws and related certifications thoroughly as they may~~ may be required or recommended. You are responsible for determining and complying with all applicable legal and regulatory requirements affecting the operation of your Center.

Item 2

BUSINESS EXPERIENCE

Charles J. Bonfiglio - Founder & Chief Executive Officer

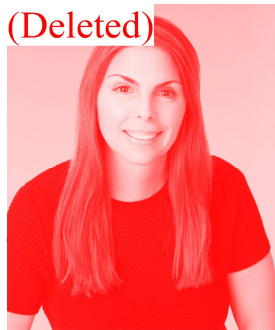
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Charles J. Bonfiglio has been the Founder and Chief Executive Officer since the company's inception in September 2006 in Boca Raton, Florida. ~~From January 1983 to August 2014, Mr. Bonfiglio served as Chief Executive Officer and Franchise Developer for Meineke Car Care Centers, where he was responsible for development, operational management, and brand expansion.~~ Since August 2006, Mr. Bonfiglio has also served as the Chief Executive Officer and Manager of I Car Care LLC, doing business as Auto Parts Network®, ~~a technology company providing automotive supply chain solutions.~~

Jeanette Bonfiglio - Chief ~~Compliance Officer~~ of Staff

(Deleted)



Jeanette Bonfiglio was appointed Chief ~~Compliance Officer~~ of Staff in January 2025 in Boca Raton, Florida. Prior to this role, she served as the company's Chief Financial Officer beginning in September 2014. ~~From January 1983 to August 2014, Ms. Bonfiglio was the Chief Financial Officer and Franchise Developer for Meineke Car Care Centers, where she was responsible for financial management, compliance, and franchise development.~~

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Jonathan Norman was appointed our President and Chief Investment Officer in March 2025 in Boca Raton, Florida. Jonathan was previously appointed our Chief Investment Officer starting in January 2023 in Boca Raton, Florida. Before that, Jonathan served as COO and Partner of Harvest, LLC as Nékter Juice Bar Franchise Developer, and served as COO and Franchise Developer Partner of Planet Fitness from beginning in January 2009 through December 2021.

~~Paul Pirro~~Eric Taylor - Chief Development Officer

(Deleted)



Chief Strategy
Electronics
Sounds, Custom
Mooreville, North

~~Paul Pirro~~Eric Taylor was appointed our Chief Development Officer in ~~September~~February 2023~~26~~ in Boca Raton, Florida. Before that, ~~Paul~~Eric was previously our Chief ~~Strategy Officer~~Development Officer at Sky Zone beginning in March 2023 through January 2026 in Dallas, Texas. Before that, Eric's position was Vice President, Real Estate and Development at Tijuana Flats Tex-Mex starting in November 200~~19~~ in ~~Boca Raton~~, through March 2023 in Orlando Florida.

J. R. Stocks - Chief Operating Officer

(Deleted)



~~J.~~James R. Stocks was appointed Chief Operating Officer in March 2024 in Boca Raton, Florida. Before that, J.R. served as President, Officer, and Business Development Executive positions for Mobile Automotive Brands that include DS18, Race Sport Lighting, Wet Sounds beginning in December 2016 through March 2024 in Carolina.

President of Finance

Craig Martin - Vice

~~Donna Brenner~~

(Deleted)



Controller

~~Donna Brenner~~Craig Martin was appointed our ~~Controller~~in ~~September~~Vice President of Finance in February 20~~24~~26 in Boca Raton, Florida. Craig's previous position was Managing Director Accounting Advisor at CFGI beginning May 2024 through January 2026 in Raleigh, North Carolina. Before that, ~~Donna served~~Craig's position was Senior Accounting Manager ~~at Ad Teeh Communications, a medical advertising agency, in West Palm Beach, FL starting January 2004 through August 2016.~~ and Transaction Services at MorganFranklin Consulting starting in October 2020 through May 2024 in in Raleigh, North Carolina.

(Deleted)



~~John Marsh~~ Senior Director of Franchise Services

~~John Marsh was appointed our Senior Director of Franchise Services in September 2023 in Boca Raton, Florida. John previously served as our Vice President of Store Operations from November 2019 through August 2023. Before that, John was our Franchise Operations Manager starting in April 2014 in Boca Raton, Florida.~~

Sean Christianson - Vice President of Digital Technologies

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Sean Christianson was appointed our Vice President of Information Technology in September 2019 in Boca Raton, Florida. Sean's previous position from January 2004 through August 2019, was Software and Information Technology developer in Palm Beach, Florida.

Kelly Wruck - Vice President of Franchise Operations

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Kelly Wruck was appointed our Vice President of Franchise Operations in January 2025. Kelly was previously our Director of Franchise Administration starting in November 2020 in Boca Raton, Florida. ~~November of 2020 in Boca Raton, Florida. Kelly's previous position was Project Management for several big name franchise brands for more than 10 years in Palm Beach, Florida. Before that, Kelly served as a former Police Officer and worked for the Department of Homeland Security in Incident and Emergency Management for Terrorism in New York.~~

John Marsh - Senior Director of Franchise Services

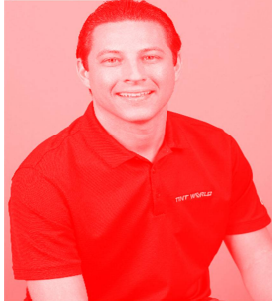
John Marsh was appointed our Senior Director of Franchise Services in September 2023 in Boca Raton, Florida. John previously served as our Vice President of Store Operations from November 2019 through August 2023.

Madison Belfour - Director of Marketing

Madison Belfour was appointed our Director of Marketing in April 2024 in Boca Raton, Florida. Madison previously served as our Senior Data Analytics from September 2023 through April 2024. Before that, Madison served as our Digital Marketing Analyst, beginning in January 2021 through September 2023 in Boca Raton, Florida.

Michael Glick - Franchise Development Manager

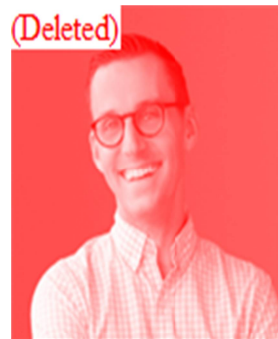
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Michael Glick was appointed our Franchise Development Manager in May 2020 in Boca Raton, Florida. Michael's previous position was Franchise Development Manager at TBC Corporation in West Palm Beach, FL starting September 2019. Before that, Michael's position was Franchise Development Manager at United Franchise Group in West Palm Beach, FL starting July 2016 through August 2019.

Kyle Squillario - Vice President

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Kyle Squillario has been our Vice President since September 2025. Kyle has also served as Vice President of Soccer Shots Franchising, LLC since January 2022, as Director and Vice President of Little Operations ULC and Little Kickers Franchising Ltd. since October 2020, and Line Brands, LLC since October 2020. Since January 2020, Mr. Squillario has also been an Investor at Susquehanna Growth Equity in Bala Cynwyd, Pennsylvania.

Kickers Canada 2022 and of Little Kickers Franchising Ltd. since October 2020, and Line Brands, LLC since October 2020. Since January 2020, Mr. Squillario has also been an Investor at Susquehanna Growth Equity in Bala Cynwyd, Pennsylvania.

Daniel Schupper -

Treasurer

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Daniel Schupper has been our Treasurer since September 2025. Since August 2020, Mr. Schupper has also been an Investor at Susquehanna Growth Equity in Bala Cynwyd, Pennsylvania.

Jason Wolfe - Secretary

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Jason Wolfe has been our Secretary since September 2025. Jason also serves as the General Manager of the company.

~~as amended~~

Counsel for Susquehanna Growth Equity [since 2009](#), in Bala Cynwyd, Pennsylvania.

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Item 3

LITIGATION

Pending

None.

Concluded

Robert Weiss v. Charles J. Bonfiglio, Case filed on December 19, 2014 in the 17th Judicial Circuit in Broward County, Florida, bearing case no. CACE 2014-023725. The plaintiff, Robert Weiss, filed suit against our CEO, Mr. Charles

J. Bonfiglio, alleging breach of fiduciary duty and seeking a declaratory judgment relating to a membership dispute involving ownership interest in Tint World, LLC. The parties entered into a Confidential Settlement Agreement on or about

April 17, 2017, pursuant to which Mr. Bonfiglio elected to exercise his buyout of Mr. Weiss' membership interest in the company for \$900,000.

Disclosures Regarding Affiliated Franchise Programs

Our affiliate Soccer Shots Franchising, LLC (who offers franchises for Soccer Shots businesses) resolved an action brought against it with a settlement that involved their becoming subject to a currently effective injunctive or restrictive order. This action does not have any impact on us or our brand, nor allege any unlawful conduct by us.

In Re: Franchise No Poaching Provisions (Soccer Shots Franchising, LLC), Case NO. 19-2-28301-7 SEA. On or about October 28, 2019, Soccer Shots Franchising, LLC entered into an Assurance of Discontinuance with the State of Washington in which Soccer Shots Franchising, LLC agreed it (1) will no longer include no-poaching provisions in any of its future U.S. franchise agreements; (2) will continue not enforcing no-poaching provisions in any of its existing franchise agreements, and will not seek to intervene or defend in any way the legality of any no-poaching provision in any litigation in which a franchisee may claim third-party beneficiary status rights to enforce an existing no-poaching provision; (3) Soccer Shots Franchising, LLC will notify all of its U.S franchisees of the entry into the Assurance of Discontinuance with the State, and provide them a copy of the AOD upon request; (4) notify the Attorney General's Office of any effort by a franchisee in Washington to enforce any existing no-poaching provision; and (5) exercise all reasonable commercial efforts to amend all existing franchise agreements with entities in Washington to remove any no-poaching provisions in our existing franchise agreements. On January 2, 2020, Soccer Shots Franchising, LLC confirmed in writing its compliance with the Assurance of Discontinuance to the State of Washington.

Also, the predecessor to our affiliate Main Line Brands, LLC (who offers franchises for Mosquito Authority, Pest Authority and FMT businesses) resolved actions brought against it with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

In the Matter of TMA Franchise Systems, Inc., Case No. 2013-0198. On August 21, 2013, TMA entered into a Consent Order with the Securities Division of the Office of the Attorney General of Maryland to resolve alleged violations of the Maryland Franchise Registration and Disclosure Law. Specifically, the Maryland Securities Division alleged that TMA sold two franchises in Maryland without being registered to sell franchises there, and in addition, that TMA did not provide the two franchisees with franchise disclosure documents prepared in accordance with the Maryland Franchise law. By the terms of the Consent Order, TMA agreed to i) permanently cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law; ii) submit an initial franchise application in accordance with the Maryland Franchise law and diligently pursue the application's registration; and, iii) offer rescission to our Maryland franchisees in accordance with the terms of the Consent Order.

In the Matter of TMA Franchising, Inc. On October 9, 2013, TMA entered into a Consent Agreement with the Rhode Island Department of Business Regulation to resolve alleged violations of the Rhode Island Franchise Investment Act. Specifically, the Rhode Island Department of Business Regulation alleged that TMA sold two franchises in Rhode Island without being registered to sell franchises there, and in addition, that TMA did not provide the two franchisees with franchise disclosure documents prepared in accordance with the Rhode Island franchise law. By the terms of the Consent Agreement, TMA agreed to submit an initial franchise application in accordance with Rhode Island franchise law, provide an offer of rescission to the two Rhode Island franchisees, and pay an administrative fee of \$5,000 to the Rhode Island Department of Business Regulation.

In the Matter of TMA Franchise Systems, Inc. d/b/a The Mosquito Authority and Joseph D. Osborne, Case No. SEC-2015-00002. On June 18, 2015, TMA entered into a Settlement Order with the Virginia State Corporation Commission Division of Securities and Retail Franchising to resolve alleged violations of the Virginia Retail Franchising Act. Specifically, the Division of Securities and Retail Franchising alleged that TMA sold eleven franchises in Virginia without being registered to sell franchises there, and in addition, that TMA did not provide the franchisees with franchise disclosure documents prepared in accordance with the Virginia Franchise Act. By the terms of the Settlement Order, TMA agreed to pay a monetary penalty of \$20,000 and administrative costs of \$2,500 to the Division, provide a copy of the Order to each Virginia franchisee, and refrain from violating the Virginia Franchise Act in the future.

In the Matter of TMA Franchise Systems, Inc. d/b/a The Mosquito Authority, Case No. File No. 47341. On August 11, 2017, TMA entered into a Consent Order with the Minnesota Department of Commerce to resolve allegations that TMA offered and sold an unregistered franchise in Minnesota in violation of Minn. Stat. § 80C.02 (2016). By the terms of the Consent Order, TMA agreed to pay a monetary penalty of \$1,000 to the Department of Commerce, disclose this Consent Order in this Franchise Disclosure Document for a period of one year, and cease and desist from further sales in Minnesota until registered.

Other than these 6 matters, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

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Item 5

INITIAL FEES

Initial Franchise Fee

When you ~~sign~~enter into a Franchise Agreement you will pay to us a non-refundable initial franchise fee (the “Initial Franchise Fee”) of \$49,950, ~~except that, If the Initial Franchised Fee is \$24,950, if the Franchised Business relates to business is~~ a pre-existing automotive styling center that ~~meets our standards and criteria,~~(i) has been independently owned and operated by you and is being, (ii) meets our standards and criteria, and (iii) is approved by us for conversion to a TINT WORLD® Automotive Styling Center, the Initial Franchise Fee is \$24,950.

Multi-Unit Development Agreement Fee

If ~~you sign~~enter into a Multi-Unit Development Agreement, you will pay us a non-refundable Multi-Unit Development Fee (the “Multi-Unit Development Fee”) ~~equal to~~in the following amounts:

- (a) \$89,900 for the development of ~~two~~2 Centers (\$44,950 per Center); or
- (b) \$119,850 for the development of ~~three~~3 Centers (\$39,950 per Center); or
- (c) ~~for the development of either four or five Centers,~~ \$39,950 per Center for the development of 4 or more Centers, multiplied by the number of Centers ~~that~~ you are authorized to develop under one or ~~multiple~~more Multi-Unit Development Agreements;

We do not authorize ~~or award~~ the ~~right to~~ development of more than ~~five~~5 Centers under a single Multi-Unit Development Agreement. The Multi-Unit Development Fee is payable in full upon execution of the Multi-Unit

Development Agreement, as ~~provided~~described in Exhibit C. The Multi-Unit Development Fee is fully earned upon payment and is non-refundable.

The number of Centers ~~to be developed under the Multi-Unit Development Agreement is~~you are authorized to develop will be determined ~~between you and us~~at the time of signingyou execute the Multi-Unit Development Agreement and will depend on factors including the market ~~area and the size~~and characteristics of the ~~territory~~Development Area. There is no separate initial franchise fee ~~for each Center due at the time you develop~~underexecute the Multi-Unit Development Agreement. ~~Each~~However, you must execute a separate Franchise Agreement for each Center developed, and each Center will operate pursuant to our ~~then~~then-current ~~form of~~Franchise Agreement.

Mobile Services Addendum

If, upon your request and subject to our written approval, we authorize you to provide residential and commercial Mobile Services, you ~~will~~must execute our Mobile Services Residential and Commercial Addendum (the "Mobile Services Addendum") and pay ~~to us~~a non-refundable ~~m~~Mobile s~~Services~~Territory f~~Fee~~of \$10,000, upon execution. If we do not authorize Mobile Services, no Mobile Services Territory Fee will be required.

~~The initial territory fee for each new Mobile Services Residential and Commercial Addendum would be added to your Franchise Agreement. The territorial restriction would be the same as in the Franchise Agreement to which the addendum is attached. You are required to pay the entire initial territory fee of \$10,000, upon signing the Addendum, which will license you to perform these services in your territory. If you desire additional territory, it will be necessary for you to purchase separately the additional territory, which will be added to your Residential and Commercial portion of your Franchise Agreement.~~

The Mobile Services Addendum will be attached to and governed by your Franchise Agreement. Unless otherwise approved by us in writing, the territory for Mobile Services will be the same as the territory granted under your Franchise Agreement. If you request authorization to perform Mobile Services outside your existing territory and we approve such request in writing, you may be required to pay an additional territory fee. Any approved additional territory will be documented in a written amendment or addendum to your Franchise Agreement.

IFA's VetFran Initial License Fee Discount Program

TINT WORLD® is a member of the International Franchise Association ("IFA") and participates in the IFA's VetFran Program, which provides a 10% discount on the initial license fee to veterans of U.S. armed forces who otherwise meet the requirements of the VetFran program.

Center StartupTINT WORLD® Software Package

You are required to purchase the ~~"Startup~~TINT WORLD® POS Center Point of Sale and Software Setup Package" from us ~~or a supplier we designate to equip to operate~~your Center. The initial cost of the Startup Package will range from \$82,900 to \$147,900TINT WORLD® POS and Software will be \$5,000. This payment is due upon the approval and signing of the Lease for your Center. ~~The Startup Package will be delivered to your Center at a designated time in the build out process prior to the opening of your Center. The Startup Package may include: (a) Showroom Displays Furniture Package: interactive video, graphical explanatory menus, car audio and electronics demo, sales counter, feature wall and shelving to display products, chairs and tables; (b) Signage Package: channel letter illuminated exterior building sign, building survey, sign permit, and installation; (c) Equipment Package: 64" film plotter, storage cabinet, parts bin, toolbox, pusheart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200 piece specialty tool set, floor jack, battery charger, ozone machine; (d) Administrative, Marketing, Graphics Package: point of sale materials, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items; (e) Freight, Delivery, Setup; (f) Software Package: TINT WORLD® POS Point of Sale Software, PRO CUT Film Software, TINT PRO Mobile Services Software, QBO Accounting, FranConnect HUB, Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, and Data Warehousing; (g) Computer Hardware Package: computers, printer, merchant processing hardware, four IP phones and associated supplies; (h) Initial Inventory Package:~~

~~stocking inventory and supplies order based on anticipated volume, and (i)~~

~~Grand Opening Promotion Package: to conduct preopening, one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers commencing 20 days before and ending 90 days after its opening.~~

Mobile Services Startup Package

You are required to conduct a Grand Opening Promotion for your Tint World® Center. This amount will be payable to and administered through the National Advertising Fund (the “NAF”). The cost of the Grand Opening Promotion will be a minimum \$10,000, payable to the NAF. This payment is due upon the approval and signing of the Lease for your Center.

~~If, upon your request, we authorize you to provide Residential and Commercial Mobile Services, you are required to purchase a “Mobile Services Startup Package” from us or a supplier we designate to equip. The cost of the Mobile Services Startup Package will range from \$3,000 to \$5,000. This payment is due upon signing the applicable Mobile Services Franchise Agreement addendum. The Mobile Services Startup Package may include: (a) Mobile Brand Wrap; (b) Film Handler; (c) Ladders and scaffolds; (d) Glass Detectors and Meters; and Hand Tools.~~

Existing Franchisee Offers

We may periodically offer special discounts off the cost of the, then existing initial franchise fee or rebates for existing franchisees in good standing who desire to purchase additional franchises for new development, subject to any conditions we determine. We will announce any special offers at their commencement and may cancel the special offers at any time.

Resale Third-Party Broker Fee

If you acquire an existing Franchise from a System franchisee and the sale transaction triggers our obligation to pay a third-party broker fee in connection with the transaction (the “Transfer Broker Fees”), you must pay the amount of the Transfer Broker Fees directly to the broker, or to us, as we designate. Note: You will not be required to pay the Transfer Broker Fees if the Transferor is obligated to, and does in fact, pay, the Transfer Broker Fees to the third-party broker or to us.

Except for the circumstance described in this Item 5, we do not refund any initial fee.

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Item 6

OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty Fee (Note 1)	6% of Gross Revenues or \$500 weekly, whichever is greater	Within five days of each one-week accounting period	Payable to us (10% if delinquent). The weekly \$500 minimum begins six months after new store opening.
National Advertising Fund (“NAF”) (Note 2)	Up to 6% of Gross Revenues or \$1,000 weekly, whichever is greater	Within five days of each one-week accounting period	Payable to the NAF and is spent on your national and local advertising.
Startup Local Advertising Expenditure (Note 3)	\$500 per week	Within five days of each one-week accounting period	Payable to the NAF and is spent on your local startup advertising for your first 6 months.
Technology Fee (Note 4)	<u>Currently \$7001,000 per month, subject to (i) increase upon notice, but not more than \$2,000 per month during the initial term of the Franchise Agreement; (ii) increase for additional software and costs required by the Brand Standards.</u>	Within five days before the last day of each calendar month period	Payable to us. This fee provides <u>s</u> each Center “Technology Systems”, <u>Software and Contact Center Services</u> .
Center Operations	\$249 per month	Within five days	Payable to us or designated

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
<u>POS</u> Software License Fee (Note 5)		before the last day of each calendar month period	suppliers, who may be affiliates for your POS Center Operations Software.
Mobile Services <u>POS</u> Software License Fee (Note 5)	\$299 per month	Within five days before the last day of each calendar month period	Payable to us or designated suppliers, who may be affiliates for your POS Mobile Services Software.
Mobile Services Advertising Expenditure (Note 6)	\$500 per week, <u>plus \$250 per week for each Additional Territory</u>	Within five days of each one-week accounting period	Payable to the NAF and is spent on your local advertising for your Mobile Services.
~~Contact Center Fee~~ (Note 7) Customer Referral Fee (Note 8) ~~Up to 6% of Mobile Services Gross Revenues or \$100 weekly, whichever is greater~~ ~~TBD~~ ~~Within five days of each one-week accounting period~~ ~~As Incurred~~ ~~Payable to us or designated Contact Center with booking services who may be affiliates and must use if you are approved to participate in providing Mobile Services.~~	<u>TBD</u>	<u>As Incurred</u>	Specifics details for customer referrals are in ~~Operations~~ <u>the Brand Standards</u> Manual.
Continuing Education Fee (Note 9)	~~Our then-current training fee, Currently-~~ \$500 per day, per person, <u>plus any transportation, lodging, and meals.</u>	As Incurred	Payable to us if we offer you continuing education ~~and~~ supplemental ~~technical or advanced sales~~ training programs, ~~and charge training fees for the supplemental training~~ guidance or support.
Franchise Convention Fee (Note 10)	~~Our then-current convention fee,~~ Currently \$4699 <u>or then-current Convention Fee</u>	As Incurred	Payable to us ~~to defray the cost of~~ for the annual convention <u>which includes up to two people</u> . This fee is non-refundable and due even if you do not attend the convention.
Supplier Evaluation Fee (Note 11)	\$0 to \$2,500	As Incurred	Payable to us if you seek approval for products or services by a supplier who is not then approved.
National & Fleet ~~Services~~ <u>Account</u> Processing Fee (Note 12)	5% of total charge	As Incurred	Payable to us and deducted from monies collected from national and fleet account customers ~~for administration of centralized billing on~~ <u>your behalf.</u>
<u>Accounting Services</u>	<u>\$400 per month</u>	<u>As Incurred</u>	<u>Payable to us or designated</u>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
<u>Fee</u> (Note 12)			<u>Accounting Services Provider who may be affiliates and you must use.</u>
<u>Mystery Shopper Fee</u> (Note 13)	<u>\$100 per service</u>	<u>As Incurred</u>	<u>Payable to us or designated Mystery Shopper who may be affiliates and perform Service for your Center.</u>
Renewal Fee	25% of the then current Initial Franchise Fee	At the time that a renewable franchise agreement is executed <u>for your Center</u>	Payable to us if you qualify and you choose to enter into a successor franchise agreement.
Relocation Fee	25% of the then current Initial Franchise Fee	At the time that a relocation franchise agreement is executed for your Center	Payable to us if you request and we approve the relocation of your existing Center.
Transfer Fee	50% of the then current Initial Franchise Fee	At the time ~~that~~ a sale or interest transfer <u>of your</u> franchise agreement is executed for your Center	Payable to us if you sell your Center to a prospective franchisee or a material change of any interest transfer in your business.
Development Schedule Extension Fee	\$10,000 per Center for ~~an~~ <u>a 6 month</u> extension- ~~of up to 6 months~~	At the time that you request an extension of time ~~in which~~ to open your Center	Payable to us for a single extension to the time period in which to open the Center (if we allow extension).
~~Operations~~ <u>Brand Standards</u> Manual Replacement Fee	\$5,000.00	As Incurred	Payable to us if your ~~operations~~ <u>Brand Standards</u> ~~m~~ <u>Manual</u> is lost or destroyed and you have to replace it.
Resale Assistance and/or Referral Fee	~~\$20~~ <u>5</u> ,000 Resale Assistance and/or Broker ~~r~~ Referral Fee	At the time that a sale transferee executes the franchise agreement in effect for the sale of your Center	Payable to us or our affiliates if you ~~desire~~ <u>request</u> resale assistance ~~by us to transfer or sell your franchise to any prospective franchisee, or if~~ <u>and</u> we <u>elect</u> <u>to provide such assistance, or if we incur or</u> are obligated to pay any broker or referral fee in connection with ~~any~~ <u>the transfer or</u> sale of your Center <u>to any prospective franchisee.</u>
<u>Credit Card</u> Payment Service Fee	Up to 4% of total charge	As Incurred	Payable to us ~~if any payments are made by you to us by~~ <u>or designated Merchant Provider who may be affiliates you must use for customer payment processing or for any</u> credit card <u>payments to us.</u>
Insufficient Funds Fee	\$100	As Incurred	Payable to us if any check or electronic funds transfer (“EFT”) is not successful due to insufficient funds, stop payment or similar event.
~~Operations~~ <u>Non-Compliance</u> <u>Late Reporting</u> Fee	~~\$5~~ <u>100 to \$1,000</u> -per <u>occurrence</u> <u>day</u>	~~14 Days of Invoice~~ <u>As Incurred</u>	Payable to us ~~for failure to comply with operational standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs~~

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			~~incurred by us.~~ You will continue to incur this late report fee until you submit the required report.
<u>Operations</u> ~~Late-Reporting~~ <u>Non-Compliance</u> Fee	~~\$1,500 per day or 18% annually, whichever is greater allowed by law~~ to \$1,000 per occurrence	~~As Incurred~~ <u>Fourteen Days of Invoice</u>	Payable to us. ~~You will continue to incur this late report fee until you submit the required report. The highest interest rate allowed by law in California for late payments is 10% annually for failure to comply with Brand Standards as required and specified under Franchise Agreement, plus inspection and re-inspection costs incurred by us.~~
Upgrade of Center	Up to \$30,000	As Incurred	You must periodically upgrade and/or remodel the Center as we reasonably require, but not more often than once every three years during the term of your franchise agreement.
Customer Complaint Reimbursement	Will vary under circumstances	As Incurred	Payable to us if we must reimburse a dissatisfied customer or another Center, you must reimburse us for that amount.
Audit Expenses	Cost of Audit	As Incurred	You will be required to pay this if an audit reveals that you understated weekly Gross Revenues by more than 2% or if you fail to furnish required information or fail to maintain required records for any consecutive 12-month period.
Insurance	You must reimburse our costs plus a 20% administrative fee	On Demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for ~~an~~ administrative cost ~~of~~ obtaining ~~the~~ insurance.
Product Purchases	Our product prices	As Incurred	You must buy products that (i) meet our standards and specifications; (ii) are purchased from suppliers designated or approved by us; and (iii) require recurring minimum monthly stocking orders. We reserve the right to designate ourselves or affiliates as the exclusive supplier of certain products. If we do so, then you must purchase them from us.
Legal and Professional	Will vary under circumstances	As Incurred	You will be required to reimburse us for any legal or accounting fees and expenses that we incur as a result of any breach or termination of your Franchise Agreement and for enforcing our rights against you under the Franchise Agreement.
Indemnification	Our actual costs and	As Incurred	You must indemnify and hold us

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	expenses		harmless against any and all claims, and reimburse us for any expenses or losses that we or our representatives incur related to or arising in any way from the operation of your Center.
Interest	Lesser of 18% per annum or highest commercial interest rate allowed by law	Interest begins accruing ~~10~~ <u>ten</u> days after the payment due date and is due immediately	This fee is charged on any late payments to us or our affiliate, including royalty fees, advertising contributions, service, or products.
<u>Liquidated Damages</u>	<u>If this Agreement is terminated due to your default or you cease operating without our consent, you must pay liquidated damages equal to the greater of (i) forty-eight (48) months of average monthly recurring fees, or (ii) the total recurring fees that would have been payable through the end of the Term</u>	<u>Within ten days following termination of your Franchise Agreement.</u>	<u>Payable if we terminate your Franchise Agreement for violation of your confidentiality or noncompete obligations. See Section XXV.J. of the Franchise Agreement.</u>

Except for product and service purchases described in Item 8, and except as otherwise ~~noted~~expressly described in this Item 6, all fees ~~that are imposed and collected by and~~ payable to us or our affiliates are uniform and non-refundable under any circumstances. ~~We require you to must~~ pay ~~these all~~ amounts ~~through due to us or our affiliates~~ by electronic funds transfer (“EFT”) or automatic withdrawal from your main depositing designated operating bank account. You ~~are must execute all~~ required ~~to complete the~~ EFT/ACH and credit card authorization ~~forms~~ (See Schedule A of the Franchise Agreement). We ~~also~~ may charge you interest and/or late fees ~~if you do not pay your Royalty fees, NAF contributions and other on~~ amounts ~~due to us in a timely manner not paid when due~~, as provided in the Franchise Agreement. We have the right to electronically access or poll your approved point-of-sale system ~~directly and related software~~ to obtain Gross Sales and other operational information ~~regarding the operation of the Center~~. If, ~~for any reason~~, we are unable to ~~independently access or~~ verify your Gross Sales ~~by accessing through~~ your point-of-sale system for any reason, you ~~will must~~ report ~~your~~ Gross Sales and other required information to us ~~on in~~ the date form and ~~in such format as at the times~~ we ~~may~~ require.

We may apply any ~~of your payments to us to any of your past due indebtedness for Royalty fees, NAF contributions, purchases of products or supplies or any other past due indebtedness payments you make to any past due amounts owed to us or any of our affiliates, notwithstanding any contrary~~ including Royalty Fees, National Advertising Fund (“NAF”) contributions, product purchases, or other indebtedness, regardless of any designation by you, provided make, except that any payments that are designated as NAF contributions will first be applied first to any currently due or past due or past due NAF contributions. All if you elect to pay by credit card, we may charge a convenience fee of 4% will be added if paying by credit card. You agree that all such of the amount paid. All payments will must be made as and when due without any setoff, deduction, counterclaim, or before demand thereof.

Explanatory Notes:

(1) Our Franchise Agreement requires you to pay ~~to us~~ a continuing ~~non-refundable~~ Royalty Fee (the “Royalty Fee”) ~~currently amounting to a minimum equal to the greater of: \$500 \$500.00 per weekly~~, subject to annual increases with the up to the amount of the Consumer Price Index (CPI) increase, or 6% of weekly Gross Revenues of the Business, ~~whichever is greater~~, payable weekly and ~~to be actually~~ received by us within five days ~~from after~~ the end of each calendar week’s accounting period (Sunday through Saturday) during the term of this Agreement and any extensions

or renewals thereof. (i.e., Sunday through Saturday period) If you sign a Franchise Agreement, ~~f~~For a new Center, the minimum weekly Royalty ~~Fee~~ of \$500.00, shall ~~begin~~commence on the ~~six~~6 month anniversary of the ~~Center's opening day of your new Center.~~date. "Gross Sales" or "Gross Revenues" means all revenue paid by ~~the~~ customers, accrued and/or derived from or in connection with the operation of the Franchised Business, including ~~third-party~~third-party collections. You ~~are prohibited from offsetting or deducting this required Royalty payment in any form or fashion. We have the right to establish the amount of the~~shall not have the right to offset, deduct, set off, recoup, or otherwise reduce any portion of the Royalty Fee against any other fees, amounts, or obligations owed to us or our affiliates, for any reason ~~whatsoever. We reserves the right, in our sole discretion, to establish and implement~~ royalty fees for any new ~~or~~ additional products ~~and/or~~ services that ~~become part of~~are added to the Authorized Products and Services ~~from time to time, upon at least 30 days' prior written notice to you.~~

(2) Our Franchise Agreement requires you to contribute ~~to the TINT WORLD® a continuing~~ National Advertising Fund ~~Fee~~ (the "NAF Fee"), ~~a continuing NAF Fee currently amounting to a minimum equal to the greater of: \$1,000.00 per weekly, subject to annual increases with the CPI or such other amounts that we may institute from time to time up to up to the amount of the Consumer Price Index (CPI) increase, or up to 6% of your weekly Gross Revenues of the Business, payable weekly and to be actually received by us within five~~5 days ~~from after~~ the end of each calendar weeks accounting period. (i.e., Sunday through Saturday period) ~~Such amount or percentage contribution to the NAF shall be designated by us from time to time and shall be funded by you for as) during the term of this Agreement and any extensions or renewal so long as the NAF remains in operation. You are prohibited from offsetting or deducting this required NAF contribution from other fees or sums due~~shall not have the right to offset, deduct, set off, recoup, or otherwise reduce any portion of the NAF Fee against any other fees, amounts, or obligations owed to us or our affiliates, ~~for any reason whatsoever. In addition to the NAF contributions payable to us, we recommend that, you directly~~shall ~~s~~pend ~~an additional sum of~~ not less than 2% of ~~your~~ weekly Gross Revenues ~~of your Center~~ on ~~the~~ local marketing and promotion of ~~your Center~~the Center, and may, at our sole discretion, be administered through the NAF or through other marketing programs designated by us from time to time.

(3) We ~~will use~~provide each new Center with Startup Advertising (the "Startup ~~Local~~ Advertising Expenditure" ~~to conduct your pre-opening and post-opening advertising, promotions and public relations in the local area surrounding your franchised business, and other startup activities as we determine. You are required to spend Startup Local Advertising Expenditures equal to~~) that requires you to contribute the amount of \$500 per week, payable to the NAF, ~~and spent on your local startup advertising for your first 6 months. All local advertising and promotion that you conduct must be approved by us and subject to our designated standards and requirements.~~ Such payments shall commence 30 days prior to the opening of the Center and shall continue for a minimum of 26 consecutive weeks following the Center's opening. The Startup Advertising Expenditure shall be used for pre-opening and post-opening advertising, promotions, public relations, and other startup marketing activities in the local area surrounding the Center, as determined by us in our sole discretion.

(4) We ~~currently~~provide each Center with access to certain required Technology Systems and Software (collectively, the "Technology Systems" and Software to) necessary for the operation ~~your~~of the Center ~~that. The Technology Systems may include, without limitation: (i) PRO-CUT Film Software; (ii) FranConnect HUB; (iii) QuickBooks Online ("QBO") Accounting; (iv) Microsoft Office 365 with two (2) Email A~~ccounts; (v) Zoom Phone Platform; ~~and (vi) contact center services; and (vii) D~~data ~~W~~warehousing, ~~all of which are covered by the applicable. You shall pay to us a Technology Fee. (See for access to and use of the Technology Systems, as set forth in Schedule B of the Franchise Agreement).~~

(5) We ~~currently~~provide each Center ~~"Software Systems", to operate your Center that include~~with required Point-of-Sale and operational software systems (collectively, the "Point-of-Sale Software") for use in the operation of the Center. The Point-of-Sale Software may include, without limitation: (i) TINT WORLD® POS Center ~~Point of Sale~~ Software to ~~operate and~~manage customers and vehicles ~~with, including~~ estimates, inventory, ordering, invoiceing, and appointment scheduling ~~in your Center Operations; and (ii) TINT-PRO Mobile Services Software to operate in the field and manage residential and commercial window film business with~~manage field service customers, including estimates, inventory, ordering, invoiceing, payment processing, electronic e-signature, and appointment scheduling.

(6) If we authorizeded you to provide Mobile Services, you shall contribute to the National Advertising Fund (the "NAF") a continuing ~~monthly~~ Mobile Services ~~a~~Advertising ~~e~~Expenditure (the "Mobile Services Advertising Expenditure") ~~equal to an in the~~ amount of ~~\$500~~500.00 per week ~~beginning on, commencing upon~~ the initiation of ~~the~~

Mobile Services operations, subject to annual increases up to the amount of the Consumer Price Index (CPI) increase, payable weekly and received by us within 5 days after the end of each calendar week's accounting period (Sunday through Saturday) during the term of this Agreement and any extensions or renewal so long as the NAF remains in operation. The Mobile Services Advertising Expenditure shall be payable monthly and actually received by Franchisor at least five days before the last day of each calendar month period during the period of time you are authorized to offer and provide Mobile Services and subject to annual increase equal to and based on the CPI. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for your TINT WORLD®-Center. You are prohibited from offsetting or deducting this required Mobile Services Advertising Expenditure in any form or fashions shall not have the right to offset, deduct, or otherwise reduce any NAF Fee for any reason whatsoever.

~~(7) If we authorize you to provide Mobile Services, you are required to exclusively use the Mobile Services contact center (the "Mobile Services Contact Center") and the Mobile Services contact center services that we designate (the "Mobile Services Contact Center Services") for all Mobile Services and other services that may be required from time to time as provided in the Operations Manual. The Mobile Services Contact Center fee is a monthly fee that, currently, is charged at amounts equal to the greater of up to 6% of your Mobile Services Gross Revenues or \$100 weekly for your Mobile Services (the "Mobile Services Contact Center Fee") and will depend on the Mobile Services Contact Center Services that we designate and that you utilize. The Mobile Services Contact Center Services may include agents trained to handle customer queries and interactions over multiple communication channels that include telephone, live chat, email, messaging apps, social media, etc.~~

(87) We may develop, from time to time, develop and implement customer referral or lead generation programs, including key account referral programs (collectively, the "Customer Referral Programs"), such as a key account referral program, underpursuant to which we or third-party operators of websites or other lead or sales generating programs may make platforms may refer customers referrals to you in exchange for compensation. Upon developing one or more of such programs, we will provide you with the specific details of the customer referral programs and that will be updated in the Operations Manual from time to time for you to decide. Participation in any Customer Referral Program shall be subject to the payment of applicable fees (the "Customer Referral Fees") and such additional terms and conditions as we may establish from time to time, including those set forth in the Brand Standards Manual. You shall have the right to elect whether to participate. If in any Customer Referral Program; provided, however, that if you choose select not to participate, we have the right to allow may, in our sole discretion, (i) assign such customer to another participating franchisee to, or (ii) service the such customer or to serve the directly, notwithstanding that such customer ourselves even if the customer is in your may be located within Franchisee's territory.

~~(98) We may periodically offer and charge a, from time to time, offer or require continuing education programs (the "Continuing Education Fee" for various), consisting of training and resources in, including advanced sales, technical, supplemental, and refresher courses (on an optional or mandatory basis), that, as we deem advisable. On your request, we will endeavor to provide You shall attend and participate in any mandatory Continuing Education on various aspects of operating a Center for which you will be required to pay the training fees and charges we may programs as required by us and shall ensure that your designated personnel attend such programs. Participation in Continuing Education shall be subject to the payment of applicable fees (the "Continuing Education Fees") as established by us from time to time, and costs you shall also be responsible for all costs and expenses associated with attendance, such as at any Continuing Education programs, including, without limitation, transportation, lodging, meals, and wages.~~

~~(10) We conduct an "Annual Franchise Convention" at such places and dates that shall be designated by us. You or a managerial employee is required to attend, and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages.~~

(9) We may, from time to time, conduct an annual franchise convention (the "Franchise Convention") at such times and locations as Franchisor may designate. You or your designated operating manager as approved by us, shall attend the Franchise Convention as required by us. You shall be responsible for payment of all applicable registration fees (the "Franchise Convention Fee") as established by us from time to time, as well as all costs and expenses associated with attendance, including, without limitation, transportation, lodging, meals, wages, and compensation. We may require payment of the Franchise Convention Fee in a lump sum or in periodic installments, as determined by us. If you fail to attend the Franchise Convention without our prior written approval, the Franchise Convention Fee for that year shall automatically increase to two times the then-applicable amount.

~~(1110) If you seek request us to evaluate a supplier not previously approved by us (a "Supplier Evaluation" for a supplier that has not been approved by us, we may charge an evaluation fee for testing the equipment, tools, products,~~

~~services or examining the credentials of the supplier that might range from \$0 to \$2,500 to cover~~), we may, in our sole discretion, conduct such evaluation and charge you a supplier evaluation fee (the “Supplier Evaluation Fee”) in an amount determined by us, not to exceed \$2,500.00, to reimburse us for our costs and expenses.

~~(1211)~~ If you provide services to ~~Corporate~~National or Fleet Accounts (“~~Corporate Accounts Program~~”) ~~that we arranged through our collectively, “National and Fleet Accounts, where we engage in contracts or service agreements, and”) pursuant to which~~ we or a third party collects payments on ~~your~~ behalf ~~for servicing the customers, and then remits payments to you and other~~of franchisees, we ~~deduct a 5% processing fee for our~~may, in our sole discretion, administer ~~ationer of a centralized billing and payment system (“Central Billing”). The fee is deducted from payments, we may deduct a 5% a processing fee (the “Processing Fee”) of amounts collected from the Corporate~~National and Fleet Accounts customers and the remainder is remitted to you and other franchisees for to reimburse us for payment administration, billing, and related services rendered.

(12) We require you to maintain and submit records, reports, financial statements, and other information as required under the Franchise Agreement (the “Accounting Services”). You shall use our designated or approved suppliers for bookkeeping, accounting, and payroll administration services in connection with the operation of your Center, as we may determine from time to time, and you shall be responsible for payment of all fees, costs, and charges associated with such Accounting Services (the “Accounting Services Fee”), as established by us or such designated suppliers.

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(13) We may, from time to time, , conduct mystery shopper evaluations (the “Mystery Shopping Program”) for your Center to monitor, document, and report compliance with Brand Standards and applicable operational requirements. You shall participate in the Mystery Shopping Program as required by us and shall pay all applicable fees (the “Mystery Shopping Fee”) in such amounts and at such frequency as we may establish from time to time. Mystery shopper evaluations may be conducted on a covert or overt basis and are intended to identify deviations from Brand Standards, non-compliant practices, and areas requiring corrective action or operational improvement.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Center Franchise Agreement

EXPENDITURE ^A	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	\$49,950	\$49,950	Lump Sum	When you sign the Franchise Agreement	Us
Lease Rent, Deposits, Leasehold Improvements (Note 2)	\$70,000	~~\$192~~ <u>10</u> ,000	As Incurred	When you sign the Lease	Lessor or Designated Suppliers
Showroom Displays, Furniture Package (Note 3)	~~\$12~~ <u>9</u> ,900	\$44,900	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Signage Brand Package (Note 4)	\$7,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Equipment, Tools Package (Note 5)	\$11,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers

EXPENDITURE ^A	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Administrative Merchandise, Window Graphics Package (Note 6)	\$4,000	\$7,000	Lump Sum	When you sign the Lease	Us or Designated Supplier
Freight, Delivery Package (Note 7)	\$2,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Software Technology Package (Note 8)	\$5,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Computer Hardware, Phones Package (Note 9)	\$4,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Initial Inventory, Supplies Package (Note 10)	\$20,000	\$35,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Grand Opening Event Promotion Package (Note 11)	\$10,000	\$10,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Business Insurance (Note 12)	\$1,500	\$2,200	Lump Sum	When you sign the Lease	Approved Insurance Company
Business Licenses (Note 13)	\$600	\$900	As Incurred	When you sign the Lease	Government Agencies
Accounting, Legal Expenses (Note 14)	\$1,000	\$2,000	As Incurred	As Incurred	Accountant / Attorney
Travel, Living, Training Expenses (Note 15)	\$3,000	\$5,000	As Incurred	As Incurred	Airline, Motel or Airbnb and Suppliers, who may be affiliates
Miscellaneous Expense (Note 16)	\$1,000	\$2,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
Additional Funds, Three Months ~~Working Capital~~ (Note 17)	\$30,000	~~\$560,000~~	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (Note 20)	~~\$23~~ 49,950	~~\$44~~ 79,950	As Incurred	As Agreed with each Supplier	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

B. Multi-Unit Center Franchise Development Agreement ([for between 2 and 5 Centers](#))

EXPENDITURE ^B	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Unit Development Fee (Table B Note 18)	\$89,900 – \$199,750	Lump Sum, non-refundable	When you sign the Multi-Unit	Us

EXPENDITURE ^B	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
			Development Agreement	
Initial Investment for the First Center (Table B Note 19)	~~\$19~~ <u>20</u> 0,000 – \$40 <u>30</u> ,000	See Table 7(A) above. The low range is equal to the low range of the total from Table 7(A) minus the Initial Franchise Fee, and the high range is equal to the high range of the total from Table 7(A) minus the Initial Franchise Fee. (See Note 2)		
TOTAL ESTIMATED INITIAL INVESTMENT (Note 20)	~~\$27~~ <u>89</u> ,900 – ~~\$59~~ <u>629</u> ,750	In addition to the Multi-Unit Development Fee (<u>for which the low amount is for 2 Centers and the high amount is for 5 Centers</u>), you will incur initial investment expenses for the development and opening of each Center you are obligated to open under the development schedule. The current estimated initial investment range for the development of a Center is disclosed in the above tables and is subject to adjustment and increase in the future.		

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C. Center Franchise Agreement + Mobile Services (for between 2 and 5 Centers)

EXPENDITURE ^A	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	\$49,950	\$49,950	Lump Sum	When you sign the Franchise Agreement	Us
Mobile Services Addendum (Note 1)	\$10,000	\$10,000	Lump Sum	When you sign the Franchise Agreement	Us
Lease Rent, Deposits, Leasehold Improvements (Note 2)	\$70,000	~~\$19~~ <u>21</u> 0,000	As Incurred	When you sign the Lease	Lessor or Designated Suppliers

EXPENDITURE^A	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Showroom Displays, Furniture Package (Note 3)	\$ ~~12~~ 9,900	\$44,900	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Signage Brand Package (Note 4)	\$7,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Equipment, Tools Package (Note 5)	\$11,000	\$18,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Service Vehicle, Lease Down Payment (Note 5)	\$2,000	\$3,000	As incurred	As incurred	Vehicle Lease or Finance Company, who may be affiliates
Mobile Brand Wrap, Equipment & Tools Package (Note 5)	\$3,000	\$5,000	As incurred	As incurred	Us or Designated Suppliers
Administrative Merchandise, Window Graphics Package (Note 6)	\$4,000	\$7,000	Lump Sum	When you sign the Lease	Us or Designated Supplier
Freight, Delivery Package (Note 7)	\$2,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Software Technology Package (Note 8)	\$5,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Computer Hardware, Phones Package (Note 9)	\$ ~~34~~ ,000	\$5,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Initial Inventory, Supplies Package (Note 10)	\$20,000	\$35,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Grand Opening Event Promotion Package (Note 11)	\$10,000	\$10,000	Lump Sum	When you sign the Lease	Us or Designated Suppliers
Business Insurance (Note 12)	\$1,500	\$2,200	Lump Sum	When you sign the Lease	Approved Insurance Company
Business Licenses (Note 12)	\$600	\$900	As Incurred	When you sign the Lease	Government Agencies
Contractors Licenses, Bond (Note 13)	\$0	\$2,000	As Incurred	When you sign the Lease	Government Agencies
Accounting, Legal Expenses (Note 14)	\$1,000	\$2,000	As Incurred	As Incurred	Accountant / Attorney
Travel, Living, Training Expenses (Note 15)	\$3,000	\$5,000	As Incurred	As Incurred	Airline, Motel or Airbnb and Suppliers, who may be affiliates
Miscellaneous Expense (Note 16)	\$1,000	\$2,000	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

EXPENDITURE ^A	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional Funds, Three Months ~~Working Capital~~ (Note 17)	\$30,000	~~\$560,000~~	As Incurred	As Incurred	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers
TOTAL ESTIMATED INITIAL INVESTMENT (Note 20)	~~\$2564,950~~	~~\$4699,950~~	As Incurred	As Agreed with each Supplier	Us, Landlord, Tradespeople, Utilities, Taxing Authorities and Approved Suppliers

D. Multi-Unit Center Franchise Development Agreement + Mobile Services

EXPENDITURE ^B	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Unit Development Fee (Table B Note 18)	\$89,900 – \$199,750	Lump Sum, non-refundable	When you sign the Multi-Unit Development Agreement	Us
Initial Investment for the First Center (Table D Note 19)	~~\$2015,000~~ – ~~\$4250,000~~	See Table 7(C) above. The low range is equal to the low range of the total from Table 7(C) minus the Initial Franchise Fee, and the high range is equal to the high range of the total from Table 7(C) minus the Initial Franchise Fee. (See Note 2)		
TOTAL ESTIMATED INITIAL INVESTMENT (Note 20)	~~\$29304,900~~ – ~~\$6149,750~~	In addition to the Multi-Unit Development Fee <u>(for which the low amount is for 2 Centers and the high amount is for 5 Centers)</u> , you will incur initial investment expenses for the development and opening of each Center and Mobile Services you are obligated to open under the development schedule. The current estimated initial investment range for the development of a Center and Mobile Services is disclosed in the above tables and is subject to adjustment and increase in the future.		

All fees are imposed by and payable to us or our affiliates are uniform and non-refundable under any circumstances, ~~and~~. Any amounts not paid when due are subject to interest and applicable late fees begin accrue from the date ~~of underpayment~~ any amount is due and unpaid, as provided in the Franchise Agreement.

Explanatory Notes to Tables A, B, C and D:

(1) **Initial Franchise Fee.** When you sign the Franchise Agreement, you must pay ~~the~~ an Initial Franchise Fee of \$49,950 for a single Center. If, ~~upon~~ at your request, we authorize you to provide Mobile Services within ~~the~~ your Center's designated territory ~~of your Center~~, or within any ~~other~~ additional territory, you ~~will be required to~~ must pay ~~to us~~ an additional fee of \$10,000 for each authorized Mobile Services addendum ~~that we authorize~~ and territory. All fees are fully earned ~~by us~~ upon payment ~~and is~~, are non-refundable under any circumstances, and are not financed by us.

When you sign a Multi-Unit Development Agreement, you ~~will~~ must pay ~~us~~ a Multi-Unit Development Fee ~~that ranges~~ ranging from \$89,900 for the development of ~~two~~ 2 Centers to \$199,750 for the development of ~~five~~ 5 Centers. The Multi-Unit Development Fee is paid ~~to us~~ in lieu of the Initial Franchise Fee, is fully earned upon payment, and is ~~not~~ non-refundable.

(2) **Lease Rent, Deposits, Improvements.** You must lease or otherwise ~~provide~~ secure a suitable facility for ~~the~~ operation of the Center Location, ~~as~~ subject to our prior written ~~approval~~ by us. Our ~~typical~~ franchise offering ~~assumes~~ generally contemplates that you ~~rent your~~ will lease the premises from a ~~third party~~ third party. The approved Center Location will ~~need remodeling inside and outside and must be brought up to~~ require interior and exterior improvements to comply with our current brand and Brand s Standards. ~~We anticipate that you will, and you are solely~~

~~responsible for negotiating the cost of all lease terms, including rent, deposits, and any leasehold improvements as part of your rental expense. The allowances. All costs associated with your lease payments, as well as the security deposits, and leasehold improvements involved with modifying your approved Center Location in accordance with our System standards are estimates only, and will vary widely based upon the~~ are based on our experience, and estimates only which may vary significantly based on factors beyond our control, including, without limitation, property location, population density, economic ~~climate, available inventory in the market,~~ conditions, availability of suitable premises, condition and configuration of the property, extent of ~~alterations required for the property modifications,~~ and whether ~~or not~~ the premises ~~is~~are already ~~setup and~~ configured in accordance with our ~~System requirements for Center Locations~~ Brand Standards. We make no representation or guarant~~y~~ee that your initial expenditures or total investment will not exceed these estimates. ~~The approved~~ We are not a party to your lease or sublease, do not guarantee or endorse its terms, and ~~assume no responsibility or liability for your obligations thereunder unless we expressly elect to accept assignment of the lease. The~~ Center Location, lease or sublease, and any renovations or construction improvements ~~for the Center Location,~~ must be approved by us in writing and are subject to the ~~terms and conditions provided in the~~ Lease Agreement Addendum ~~in~~attached as Exhibit D.

I. ~~A Suitable Center Location~~ Size and Configuration. A suitable Center Location generally ranges ~~in size from~~ 3,000 to 45,000 square feet of interior space ~~based upon available inventory in the market and,~~ depending on market availability. The premises, as leased, should generally be in a pre-existing condition ~~that is pre-equipped with and contains HVAC, ADA and include HVAC, ADA-compliant restrooms, lighting fixtures, electrical outlets, telephone and internet wiring, and at least one or more overhead bay doors, with a workshop area that can house five~~ capable of accommodating 5 or more vehicles in the service area.

II. Monthly Base Rents. Monthly Base Rent typically ranges from approximately \$4,000 to \$8,000. ~~Lease acquisition; however, rental costs will vary widely based on market conditions, location, square footage, cost per square foot, maintenance requirements, and the location of the leased premises. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations~~ lease terms, and may be substantially higher in certain markets.

III. ~~The~~ Prepaid Rent and Security Deposits. ~~e~~Estimated pre-paid rent and security deposits typically range from \$4,000 to \$16,000. ~~The Center Location that~~ In addition, your lease may require you to ~~also~~ pay your pro rata share of ~~(a)~~ common area maintenance charges ("CAM Charges"), ~~(b)~~ the real estate taxes ~~and,~~ insurance, and ~~(c)~~ certain other charges. Estimated ~~costs of~~ utility deposits ~~to establish service for~~ for establishing electric and gas service are included in this category ~~of costs~~.

IV. ~~The leasehold improvements expense for the approved Center Locations that is currently setup with a similar layout and configuration to our service operation range from \$70,000 to \$190,000, which includes Landlord "tenant improvement dollars" and assumes that you will receive "free rent" during your first three months of operation. We do not recommend selecting any location that would require leasehold improvements expense costing you more than \$190,000.~~

IV. Leasehold Improvements. Leasehold improvement costs for approved Center Locations configured with a layout and design similar to our service operations have generally ranged from approximately \$70,000 to \$210,000, however, this range does not reflect all markets or locations. This estimate assumes, without representation or guarantee, that (i) the premises require limited modification to meet our standards, (ii) the landlord provides tenant improvement allowances, and (iii) you receive a period of rent abatement, which in some cases may included up to 3 months or more of free rent. Leasehold improvement costs vary significantly based on factors beyond our control, including the condition and configuration of the premises, local construction and labor costs, permitting and code requirements, landlord concessions, and the scope of required improvements. Costs may exceed \$210,000 depending on these factors, which may increase your initial investment and ongoing operating costs, and we make no representation or guarantee regarding the availability, suitability, or cost of premises within this range.

If you open a Center ~~that is larger than~~ exceeding 45,000 square feet of ~~building~~ interior space, or if the approved Center Location is not ~~currently setup~~ configured with a ~~similar~~ layout and ~~configuration~~ design similar to our service operations, ~~your~~ development costs ~~will be considerably greater~~ may be significantly higher. We are unable to estimate ~~the~~ development costs if you purchase an existing building ~~to be renovated for a Center, or if you purchase the land and for renovation, purchase land, or~~ construct a new building ~~to be developed for a Center; however, the costs will be considerably higher, and such costs may be substantially greater.~~

You must use our Required Supplier for all architectural/ and design services ~~for~~related to the development of your Center. ~~Architectural and Engineering~~These services include ~~all documents for design preparation of architectural~~, mechanical, electrical, and plumbing plans. ~~This service also includes, as well as~~ coordination with ~~the architectural~~ teams, ~~coordinating with~~ permit expeditors, and ~~working with~~ the general contractor to obtain required building permits. You must also use our Required Supplier for bid assistance services, which ~~will manage a number of aspects may include~~ing, but not limited towithout limitation: (i) management of the general contractor ~~bid~~bidding process; (ii) ~~walking~~conducting bidders ~~walk~~throughs ~~the~~and explaining project ~~and explain the scope of the project~~; (iii) ~~providing~~preparing and distributing invitations to bid and related bid documents; (iv) ~~evaluating all~~reviewing bids ~~off for completeness during our deep~~and scope ~~review~~; (v) ~~resolving all~~managing bidder questions and ~~clarifications in the RFI process~~requests for information; (vi) recommending contractor selection ~~after bid process has been completed~~; (vii) facilitating ~~the~~ execution of construction contracts between ~~Center owner~~you and ~~the~~ contractor; and (viii) providing site-specific requirements ~~to be inserted for inclusion~~ as exhibits to the contract documents.

(3) Showroom Displays, Furniture Package. This estimate includes showroom kiosk interactive videos, graphical explanatory menus, sales counter, feature wall and shelving to display products, four chairs, and table. The high end of this estimate will include the larger car audio and electronics demo displays.

(4) Signage Package. This estimate includes one 24" to 36" channel letter illuminated exterior building signs building survey, sign permit, freight shipping, and installation. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. The cost of adding a road sign may vary depending on a variety of circumstances including whether or not there is currently an existing pole or monument enclosure for you to add sign faces. If you choose to add additional signs or add a new pole or monument enclosure is required to be constructed to add a road sign, the costs will be considerably higher. The sign costs do not include the costs for electricity to the sign, any fees or taxes. On occasion, certain signage may not be permitted based on zoning or use restrictions.

(5) Equipment, Tools Package. This estimate includes 64" film plotter, storage cabinet, parts bin, toolbox, pushcart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200-piece specialty tool set, floor jack, battery charger, ozone machine. This estimate does not include optional vehicle lift, tire mounting and wheel balancer machines with your Equipment Package.

Service Vehicle, Lease Down Payment. If you are authorized to provide Mobile Services, we require that you maintain and operate at least one new or used commercial-grade vehicle specified or approved by us ("Service Vehicle") that is brand wrapped with the Marks and in accordance with our specifications. You must utilize an authorized Service Vehicle with application-specific upfitting to provide our authorized Mobile Services. This estimate includes your Service Vehicle Lease Down Payment. You may be authorized to utilize a Service Vehicle that you already own provided that the vehicle meets our standards and specifications our branding and wrap requirements.

Mobile Brand Wrap, Equipment, Tools Package. If you are authorized to provide Mobile Services, you will be required to purchase tools and supplies to service these accounts including ladders, scaffolds and hand tools. We provide you with some product samples and sample books from our selected suppliers at no additional charge. If you want additional sample books from Approved Suppliers, you must obtain them from the supplier.

(6) Administrative Merchandise, Graphics Package. This estimate includes administrative, point of sale materials and merchandise, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items.

(7) Freight, Delivery, Package. This estimate will vary in relation to the initial order of various products and the geographic area of your Center. This amount includes your office showroom displays, furniture, and other items.

(8) Software Technology Package. This estimate for your Software Package includes (i) TINT WORLD® POS Point of Sale Software; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QuickBooks Online ("QBO") Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with ~~two~~2 Email Accounts; (vii) Zoom Phone Platform; (viii) Contact Center Services; and (ix) Data Warehousing, and other software that may be required from

time to time as provided in the ~~Operations~~[Brand Standards](#) Manual. You will be required under the Software License Agreements to pay Software License Fees as provided in Item 6. (See Schedule B of the Franchise Agreement).

(9) **Computer Hardware, Phones Package.** This estimate includes three computers, printer, merchant hardware, and four IP phones.

(10) **Initial Inventory, Supplies Package.** This estimate includes your initial stocking inventory and supplies required to begin operating the Center Location.

(11) **Grand Opening Event Promotion Package.** This estimate includes a one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers [with a videographer to film your event. This will also include a Google Virtual Tour for your Store, advertising and PR Coverage](#) during the period commencing ~~20~~[30](#) days before and ending 90 days after its opening. ~~This will also include advertising, PR Coverage, a videographer to film your event, and a Google Virtual Tour for your Store, and.~~ This amount will be payable to and administered through the National Advertising Fund. (the “NAF”).

(12) **Business Insurance.** This estimate includes the first three months’ coverage, which applies towards your annual liability insurance coverage, hired/non-owned automobile coverage, and workers’ comp insurance for your employees. The insurance cost requirements and rates may vary from state to state.

(13) **Business Licenses.** This estimate includes your Business Licenses and Permits in relation to the services you offer which will vary based on the geographic area and city of your Center.

Mobile Services Contractor’s License and Bond. If you are authorized to provide Mobile Services, depending on the laws and licensing requirements of your jurisdiction, you may be required to purchase and secure a contractor’s License and bond.

(14) **Accounting, Legal Expenses.** This estimate may vary in relation to the choice of advisors and the depth of work you require.

(15) **Training Expenses.** This estimate is based on ~~two~~[2](#) persons attending the initial training program and will vary in relation to travel expenses for air fare, lodging, meals, seasonality, and the geographic area you are traveling from.

(16) **Miscellaneous Expenses.** This estimate will vary depending on you and outside elements in relation to finalizing and setting up your Center.

(17) **Additional Funds.** This estimate is to cover initial startup expenses during your first three months of post-opening, and general operating expenses. These expenses may include rent, payroll, commissions, utilities, loan payments, insurance premiums, business licenses, permits, advertising, recruitment, and other variable costs and supplies. ~~This is only an estimate; we do not represent or guarantee, and there is no assurance that additional working capital will not be necessary during the start-up phase of the business or after.~~[In making this estimate we have relied on the experiences of our franchisees in developing and operating a Center Location.](#) Additional startup expenses may depend on factors such as how well you follow our methods and procedures, your management skills, your dedication, and business acumen, as well as economic conditions in your local market, the prevailing wage rate, competition, and the sales level reached during your initial startup period. These startup expenses do not include any owner’s salary or personal living expenses. We will, upon request, refer you to one or several potential sources for financing your franchise business. If you apply for a loan through one of our lending sources, you will be required to pay a \$2,500.00 loan packaging service fee to us or a third-party lending source. A convenience fee of 4% will be added if paying by credit card.

Explanatory Note to Table C and D:

(18) **Multi-Unit Development Fee.** This fee is described in greater detail in Item 5 of this FDD. If you sign a Multi-Unit Development Agreement, you must pay a Multi-Unit Development Fee of (a) \$89,900 if you sign a Multi-Unit

Development Agreement for the development of two Centers (\$44,950~~+~~ per Center); or (b) \$119,850 if you sign a Multi-Unit Development Agreement for the development of three Centers (\$39,950 per Center); or (c) \$39,950 multiplied by the number of four or more Centers, all of which you are obligated to open under the Multi-Unit Development Agreement. The maximum number of Centers that you will be authorized to develop under a Multi-Unit Development Agreement is five. The high end of the Multi-Unit Development Fee set forth in Table B and D is based on the maximum of five Centers that we may authorize you to develop under a Multi-Unit Development Agreement.

(19) Initial Investment for the First Center. The estimated initial investment for each Center for which you are obligated to develop under the Multi-Unit Development Agreement is subject to change (including increases) for future Centers, based on our then current offer at the time of sale, and costs associated with the types of expenditures listed in Tables 7(A) above.

Explanatory Note to Table A, B, C, and D:

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~~**(20) Total Estimated Initial Investment.** We have relied on our years of experience in awarding franchises for automotive Centers, and Mobile Services to compile these estimates. All of the above previously discussed costs are estimates only. Actual costs may vary depending upon a variety of factors, including the area where the franchise is located and current relevant market conditions. We make no representation or guaranty that your initial expenditures or investment will not exceed the estimates. You should review these figures carefully with your business advisor before making any decision to acquire the franchise. We do not offer financing directly or indirectly for any part of the Initial Investment. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you request a loan. The estimate does not include any finance charge, sales tax, interest or debt service obligation or your living expenses.~~

~~Except as otherwise noted, none of these payments are refundable. These payments are only estimating, and your costs may be higher, depending on your particular circumstances, and subject to increases based on changes in market conditions, and our cost to provide services and future policy changes. A convenience fee of 4% will be added if paying by credit card. You should review these figures carefully with your business advisor, accountant, or attorney before making any decision to purchase a franchise.~~

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ~~ensure that the highest degree of~~maintain the uniform quality ~~and service is maintained in the~~, appearance, and operation of the TINT WORLD® system (the “System”), ~~we require you to follow the Standards and Specifications of the System of~~must establish and operate your TINT WORLD® Center in compliance with the standards, specifications, and operating procedures that we have developed and may continue to developestablish and modify from time to time, as set forth in the our confidential franchise Operations Manual. The Operations Manual prescribesBrand Standards Manual (the “Brand Standards Manual”) and other written directives. The Brand Standards Manual contains required and recommended methods, standards, policies, and specifications that we require or recommend in the operation of your Center.for operating the Center and is accessible through our online Learning Management System, together with training materials and other proprietary informational materials, policies, procedures, technical bulletins, and related

guidance.

Equipment, Products, Inventory and Supplies

~~All equipment and fixtures you use in connection with establishing and operating your Center (the “Operating Assets”) must be of the types, brands, and models that we determine to meet our standards and specifications as to quality performance, and safety, and/or are purchased from suppliers (which may include us and/or our affiliates) we approve. This includes purchasing or leasing all equipment, furnishings, fixtures, signs, products, inventory, supplies, software, uniforms, apparel, forms, labels, and services that meets our uniform quality standards and specifications and purchasing these items from: (1) our designees, (2) approved suppliers, and/or (3) us or our affiliates.~~

We establish standards and specifications for the Center, including the premises, equipment, signage, furniture, fixtures, wearables, supplies, forms, inventory, advertising materials, computer software and hardware, and the products and other items used in or sold through the TINT WORLD® Center, including standards relating to delivery, performance, warranties, design, appearance, quality, and other criteria. The appearance and operation of your Center is important to us and are critical elements of the System and are subject to our specifications and standards. The distinguishing appearance and characteristics of the and specifications. The System includes, but are not limited to without limitation, our store designs, layouts, digital showrooms, layouts, and identification schemes (collectively, the “T Trade Dress”); our specifications for equipment, inventory, and accessories; our products and services; our website or series of websites (the “System Website”); our relationships with vendors; our software and computer programs; our online stores, booking system; the accumulated experience reflected in our training program, software platforms, websites, training programs, operating procedures, customer service standards, marketing methods, and marketing techniques; and the all mandatory and suggested recommended policies, procedures, standards, specifications, rules, and requirements (the “System set forth in the Brand Standards Manual (collectively, the “Brand Standards”) set out in our operations manual (the “Operations Manual”) and otherwise in writing. We may change modify, improve, add to, and further develop the elements of the System from time to or expand the Brand Standards at any time.

You are required to purchase or lease all products, equipment, supplies, and services used in or sold through the Center in accordance with our standards and specifications solely from us or from sources approved by us. Upon execution of the Franchise Agreement, you will be granted online access to the Manual, which includes a list of approved suppliers.

Equipment, Products, Inventory and Supplies

All equipment, fixtures, furnishings, signs, products, inventory, supplies, software, uniforms, apparel, forms, labels, and services used in establishing and operating your Center (collectively, “Operating Assets”) must be of the types, brands, and models that we determine to meet our quality, performance, and safety standards and must be purchased or leased from suppliers that we designate or approve. Approved sources may include us, our affiliates, our designees, approved suppliers, preferred suppliers, or buying cooperatives organized by us or our affiliates.

~~Your Center may only~~ are required to purchase Operating Assets only from “Authorized Suppliers” ~~and “ or Preferred Suppliers”~~ (each collectively, “Approved Suppliers”) ~~that we designate, which. Approved Suppliers~~ may include ~~us and/or our affiliates and/or a buying cooperative organized by us or our affiliates. A current list of our~~ Approved Suppliers is: (a) published in our Operations provided through the Brand Standards Manual, (b) in policy and procedures statements, (c) provided to you by written policies, or other written communications, ~~and such list may be amended and/or updated modified~~ by us at any time in our sole discretion. Our “Preferred Suppliers” are Approved Suppliers who that, among other things: (a) provide equipment, products, supplies, and or services that you purchase for resale or purchase or lease for use in your Centers; (b) provide us offer favorable products, pricing, and service, or distribution services, terms to the System; and (c) we are used in our Training Programs to demonstrate and teach techniques in performing services associated with Approved Products and Services. We expect to periodically test equipment, products, services, and tools at our training center located in Boca Raton, Florida or at assigned test Centers before approving them for use by franchisees. We may submit any preferred supplier arrangement to periodic bidding, depending upon the particular type of our training programs to demonstrate approved techniques. We may test products, equipment, products tools, or services that a particular before approval and may subject supplier may be offering for us to approve or disapprove relationships to periodic competitive bidding.

Your Center is required to purchase our all Proprietary Products (the “Proprietary Products”) from us or from suppliers we designate (the “Designated Suppliers”). Proprietary Products are “Special Items” manufactured and include

products or services manufactured or developed by us ~~for use by you. Proprietary Products include products and services using our Registered Trademark(s) and/or Service Mark(s), and meet our specifications. Your Center is required to stock, display, and aggressively promote all Proprietary Products specified by us. Proprietary Products may also include, as designated by us, products that do not display our Registered Trademarks but are designated by us as to, bearing or associated with our Marks, or otherwise designated by us based on~~ product type, quality, manufacturer, or ~~as otherwise designated by us.~~ specifications. Your Center must stock, display, and actively promote all Proprietary Products we require.

Wearables, Consumables, Merchandise and Display Materials

All specialty items, wearables, consumables, merchandise and display materials bearing the TINT WORLD® trademark must be purchased only from or through TINT WORLD® or suppliers that we designate or approve.

Your ~~Center~~ may seek request approval of a supplier ~~which has that is~~ not been currently approved ~~by us;~~ however, we may charge ~~you~~ an evaluation fee ~~to cover our out of pocket~~ in an amount determined by us, not to exceed \$2,500.00, to reimburse us for our costs and expenses. We ~~estimate that cost might range from \$0 to \$2,500. We will usually advise you within 30 days whether such items or suppliers are approved. If you do not receive a response from us before the expiration of this 30-day period, your request will be considered disapproved. If we have previously approved a supplier, and their standards fall below our designated standards, we will revoke our approval. We will notify you in writing of us revoking our approval.~~ generally respond to such requests within 30 days, and failure to respond within that period will be deemed a denial. We may revoke approval of any supplier that fails to maintain our standards upon written notice to you. You ~~agree to~~ may not ~~to~~ solicit or accept ~~any~~ benefits from ~~any~~ suppliers that unless such benefits are ~~not~~ offered on a comparable basis to all Centers. We do not provide material benefits to you based ~~upon~~ on your use of ~~Designated or~~ Approved or Designated Suppliers.

Your Center may participate in the Internet Products and Services Sales Program (“Internet Sales Program”) subject to the terms and conditions set forth in the Franchise Agreement and the Operations Brand Standards Manual. ~~Centers shall receive purchases by eCustomers who purchase~~ ing product and services through the System Website sales when customers may designate ~~which a~~ participating Center ~~they choose. The Internet Sales Program ecommerce software and distribution supplier ‘Platform’, which enables customers to ‘Purchase from the www.TintWorld.com’ website by choosing a particular Center to purchase the items from, and may choose to have them shipped to the chosen Center for pick-up for fulfillment~~ or installation. ~~The Internet Sales through this P~~ rogram is ~~are~~ subject to the same royalty ~~ies~~ payment and advertising contributions as all other sales with the same, and payment administration as ~~all~~ other sales. ~~You are required to issue products and services limited warranties that shall; (a) be in accordance with the Operations Manual; (b) be in accordance with the manufactures product and service limited warranty for the purchased items; and (c) be in accordance with terms and conditions of the Internet Sales Program online store website policies. The Platform also provides franchisees point of sale software with access to B2B wholesale supplier electronic ordering for stocking inventory and special order products.~~

Our affiliates, I Car Care, LLC, doing business as Auto Parts Network® is owned by Charles J. Bonfiglio of Boca Raton, FL. As disclosed above, Auto Parts Network® is the owner and administrator of the Platform.

Except as otherwise disclosed in this Item 8, as of ~~the issuance date of this Disclosure Document~~ December 31, 2025, (a) none of our affiliates are currently the only designated suppliers, and (b) neither we, nor any of our officers, own any interest in any designated supplier.

We do not currently have maintain any purchasing or distribution cooperatives; however, we do interview, select, and negotiate pricing and shipping arrangements, and other terms with suppliers, ~~for the benefit of the franchise System (, although we are not contractually obligated to do so).~~ We currently ~~locate our~~ identify Approved Suppliers through personal business contacts, franchisee referrals, industry trade shows, and other ~~various means~~ sources. Our supplier approval process may include: (i) provision of providing written specifications, standards, and/or criteria for approving suppliers ~~to franchisees approval;~~ (ii) have implementing a formal ~~procedure for~~ supplier approval; procedure; and/or (iii) charging ing fees for supplier approval.

We may modify our specifications and standards for products, uniforms, forms, labels, and other inventory and supplies and the list of Approved Suppliers for them. After we provide you with notice of a modification, you may not reorder any products, uniforms, forms, labels, or other inventory and supplies that do not meet our then-current specifications and standards or reorder any of those items from any supplier who is no longer approved.

Mobile Service Vehicle

You ~~are required to purchase or lease~~ Sservice ~~V~~vehicle(s) ~~must that~~ meet our standards and specifications ~~with, including~~ application-specific upfitting, ~~be~~ designated and insured for commercial use, and ~~be~~ wrapped with our approved branding and vehicle wrap. Franchisee may provide Mobile Services ~~may only be provided~~ from authorized Sservice ~~V~~vehicles that meet our standards and specifications.

~~Mobile Services~~ Contact Center Services

At our election you will be required to exclusively utilize ~~Mobile Services~~the Contact Center Services that we ~~may designate for your Mobile Services offered by the Franchised Business. Currently, we are the exclusive supplier of the Mobile Services Contact Center Services that you are required to use for Mobile Services. Our Mobile Services Contact Center~~ designate from time to time. Our Contact Center Services may include, at our discretion, phone-based agents trained to manage customer inquiries and interactions across multiple communications channels, including telephone, live chat, AI agents, email, messaging applications, and social media, and other forms of customer engagement focused on new customer inquiries, scheduling estimate and service visits, and responding to customer service issues. ~~We reserve the right to change vendors of the Mobile Services Contact Center Services.~~

Computer System

~~We~~ You are required ~~you~~ to purchase or lease, ~~at your expense, a~~ computer system~~hardware~~ meeting ~~certain~~the specifications ~~as~~ described in Item 11. You may use ~~any~~ computer hardware ~~you consider to be appropriate, provided it that~~ meets or exceeds the ~~requirements as provided in the Operations Manual from time to time. You may only use the~~ minimum specifications set forth in the Brand Standards Manual. Franchisee shall use only software approved by us in the operation of ~~your the~~ Center ~~that we have approved~~, which currently includes: (i) TINT WORLD® POS Point of Sale Software and Ppayment Processing; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QuickBooks Online (“QBO”) Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Accounts; (vii) Zoom Phone Platform, ~~and;~~ (viii) Contact Center Services; and (ix) Data Warehousing. If ~~you~~ Franchisee (a) fails to transmit ~~your~~ sales figures ~~and/or~~ (b) ~~do not~~ fails to pay ~~your~~ maintenance fees or any other ~~fees~~ amounts due ~~to us~~ or our affiliates, ~~your the~~ Computer Software ~~will become~~ may be disabled. ~~We require that you~~ Franchisee shall accurately maintain ~~your the~~ POS Point of Sale and QBO Accounting Software ~~that we used~~ to ~~produce~~ generate, prepare, and submit the financial reports and other computer-generated information we may require from time to time. ~~(S~~ see Items 5 and 7).

Rebates and Cooperative Discounts

We and/or our affiliates ~~reserve the right to~~ may receive ~~payments and other material~~ rebates, commissions, royalty fees, or other consideration from ~~any and all suppliers, including Approved Suppliers and Designated Suppliers,~~ in connection with franchisee purchases. We and/or our affiliates are an Approved Supplier of software, displays, products, merchandise, marketing services, and promotional items using our Marks. ~~We may also solicit and accept royalty fees and other payments from these suppliers. As of the issuance date of this Disclosure Document, system suppliers pay us and/or our affiliates rebates ranging from 0 to 15% of the total purchase by franchisees. We and/or our affiliates also receive real estate commissions ranging from 0% to 100% of the~~ As of December 31, 2025, supplier rebates ranged from 0% to 15%, and real estate commissions ranged from 0% to 100% of brokerage commissions paid by lessors or sellers for property leases entered into by our franchisees or real estate purchases by our franchisees, which commissions are paid to us by lessor or seller.

Items From Which We Derive Revenue

It is estimated that required purchases are 80% to 90% of the cost to establish a franchise, and less than 15% to 40% of the total operating costs for goods and services thereafter.

Items From Which We Derive Revenue

We receive up to 15% ~~Trademark maintenance fee~~ rebates, commissions, royalty fees, or other consideration on some of the products and services that are used in the franchised business. We may solicit and accept ~~royalty fees and~~ other payments from suppliers including authorization to use the Marks. During the fiscal year ending December 31,

2024⁵, our total revenue was \$~~19,138,109~~21,197,247.53. Our revenue from all required purchases and leases of products and services was \$~~1,874,004~~2,046,041.02, which was ~~9.79~~9.65% of our total revenue. As of ~~the issuance date of this Disclosure Document~~December 31 2025, except as expressly disclosed in this Item, none of our affiliates sell or lease products or services to our franchisees.

Promotional Allowances

We may solicit and accept benefits from suppliers, ~~such as~~including promotional allowances based on purchases by our franchisees. If we solicit and accept such benefits, we anticipate using them for the benefit of the Centers chain, ~~such as~~including defraying the cost of training programs, franchise conventions, special events, and meetings; however, we are not contractually required to use the benefits in any particular manner.

Cooperative Marketing and Advertising Allowances

Cooperative Marketing and Advertising Allowances generated from the purchase of products and services by you and us will be directed into the NAF. (See Item 11).

Site Selection

You are required to select a site for ~~your~~the Center ~~that meets our approval~~acceptable to us no later than ~~180 days~~1 year after ~~you sign~~execution of the Franchise Agreement. If ~~your~~the Center is a new TINT WORLD® Center, ~~you~~You agree to lease or purchase ~~a~~an approved location ~~for your Center~~ within ~~one~~1 year and open the Center within 18 months after the date of ~~your~~the Franchise Agreement; provided, However, if you ~~fail~~are unable to open ~~your~~the Center within 18 months due to ~~reasons~~causes beyond your control (~~such as, including~~ acts of God, unavoidable zoning delays ~~in obtaining zoning permits,~~ or unavoidable construction delays), we will grant a reasonable extension ~~of time for you to open your Center.~~ If you do not meet the required development schedule, ~~your~~the Franchise Agreement shall ~~be terminated without notice.~~ (~~S~~see Section XII.D. of the Franchise Agreement).

We have the right to approve the terms of any lease, sublease, or purchase ~~contract~~agreement for the Center premises ~~of your Center~~, which approval ~~will~~shall not be unreasonably withheld. Any lease or sublease ~~for the premises~~ must contain ~~certain~~ provisions acceptable to us. ~~These conditions,~~ include ing the an initial term ~~of the Lease~~, or the initial term together with ~~any~~ renewal terms (~~for which rent must be specified in the Lease~~) ~~must be for at least~~with specified rent, of not less than 15 years, and a provision giving~~granting~~ us the right ~~on any, upon~~ termination or expiration of the Franchise Agreement, to assume the lease or sublease or to enter into a further sublease for a period of not less than 12 months and not more than 18 months, without the lessor's or sublessor's consent. (Lease Addendum, Exhibit D).

Developing Your Center

We estimate that it will ~~be between~~take approximately 90 to 180 days after ~~you sign~~execution of the Franchise Agreement ~~before for~~ you to open the Center, ~~but this assumes~~ that you have already have secured a site ~~for the Center~~ or find obtains one shortly after signing ~~the Franchise Agreement~~. You must submit ~~the~~all plans and specifications for the Center to us for ~~our~~ approval ~~before starting to~~prior to commencing any development of the premises ~~of your Center~~. ~~The specific timetable for.~~ The actual opening timetable will depends on the site's condition; of the Center's site, the construction schedule; the extent ~~to which you must~~of any required upgrades or remodeling ~~an existing location;~~ the delivery ~~schedule for~~of equipment and supplies; ~~the,~~ completion of training; and complying~~compliance~~ with all applicable laws, ordinances, and local rules and regulations (~~including the Americans with Disabilities Act and the Occupational Safety and Health Act~~). You are solely responsible for developing and operating ~~your~~the Center and for all ~~associated~~ expenses associated therewith.

Opening Your Center

Your Center may not be opened for business until we provide written ~~notify~~ce ~~you in writing~~ that all ~~our~~ requirements for opening have been ~~met~~satisfied, including: (i) ~~you pay~~payment of the initial franchise fee and all other amounts then due to us ~~and or~~ our affiliates; (ii) ~~we notify you in writing~~our written confirmation that the Center meets our standards and specifications; (iii) ~~you complete~~ion of all required pre-opening training to our satisfaction; and (iv)

~~you give us~~ delivery of certificates ~~for~~ evidencing all required business licenses and insurance ~~policies~~ coverage (See Section XII~~-~~ of the Franchise Agreement).

Insurance

You are required to maintain in force and ~~furnish~~ effect, and provide to us evidence in the form we require, of the following insurance coverage: (a) comprehensive~~-~~ commercial general liability ~~policy~~ insurance (currently ~~in the amount of~~ \$1,000,000.00 per occurrence and \$2,000,000.00 ~~in the~~ aggregate); including fire damage and medical expense coverage, ~~which may have different~~ with limits ~~(of~~ not less than \$100,000.00 ~~for one per~~ fire and \$5,000.00 ~~for one per~~ person), respectively; (b) garage keepers liability insurance ~~policy~~ (currently in the minimum amount of \$350,000.00 or \$50,000.00 per service bay, whichever is greater); (c) product and automobile liability insurance of \$1,000,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00 per occurrence; (d) comprehensive crime and blanket employee dishonesty insurance in an amount of not less than \$10,000.00; (e) all-risk property insurance, including theft and flood coverage ~~(when applicable)~~, written at replacement cost value covering ~~the~~ building improvements, furniture, fixtures, equipment and inventory. ~~Coverage shall be written in a value which will, in an amount sufficient to~~ cover not less than 80% of the replacement cost of the building and 100% of the replacement cost of the contents ~~of the building~~; (f) business interruption insurance in an amount of not less than \$100,000.00 for loss of income and other expenses, with ~~a limit of coverage for~~ not less than ~~six~~ 6 months ~~of coverage~~; (g) statutory workers' compensation insurance and employer's liability insurance as required by the law ~~of the state in which the Franchised Business is located~~, including ~~statutory workers' compensation limits and~~ employers' liability limits of at least \$1,000,000.00; and (h) ~~all such~~ other insurance ~~that we require in the Operations Manual or that is~~ coverage as required by law ~~or by~~, the lease or sublease for the for the Franchised Business, or as we may require in the Brand Standards Manual.

We reserve the right to periodically increase ~~those insurance policies~~ the required coverage amounts and ~~include such other~~ to require additional insurance policies ~~that in~~ in accordance with the standards and specifications set forth in the Brand Standards Manual or otherwise provided by us in writing. All insurance policies must be issued by carriers approved by us with a rating of at least A by A.M. Best (or a comparable rating service accepted to us), and must contain the types and minimum amounts of coverage, exclusions~~-~~ and maximum deductibles that we ~~periodically prescribe and require in accordance with the standards and specifications set forth in the Operations Manual, or otherwise in writing~~. ~~All insurance policies must be issued by carriers we approve with at least an A rating with A.M. Best (or similar rating by a comparable rating service accepted by us) and must contain the types and amounts of coverage, exclusions and maximum deductibles that we periodically prescribe~~ prescribe from time to time. All policies must name us and our affiliates as additional insured, provide for 30 days prior written notice to us of any material modification, cancellation or expiration ~~of the policy~~, and include ~~all other such~~ provisions that as we may require. ~~We require~~ you ~~to~~ shall pay all ~~insurance~~ payments ~~through~~ by electronic funds transfer or automatic withdrawal from your ~~main~~ primary depositing ~~bank~~ account. ~~You are required to, and shall~~ complete the required EFT/ACH and credit card authorization forma. (See Schedule A of the Franchise Agreement).

Telephone Numbers and Communications

You are required to obtain and maintain a telephone listing and a minimum of ~~four~~ 4 telephone numbers, domain name(s), social media account(s), and email address(es) for use in operating the ~~operation of your~~ Center. ~~These are~~ all such telephone numbers and communication accounts are proprietary to us, and upon termination or expiration (without renewal) of the Franchise Agreement, ~~you~~ are ~~shall~~ promptly execute and authorize all documentation required to ~~promptly assign and authorize the appropriate documentation that is required for such assignment~~ such items to us upon our request; ~~however, you must pay~~ shall be responsible for all charges ~~for these~~ associated with such services. (See Section XII.S. of the Franchise Agreement).

Standards and Specifications

The appearance and operation of your Center is important to us and ~~is~~ are subject to our SystemBrand Standards. You are required to ~~follow~~ comply with the Standards and Specifications, ~~which include~~ ing the specifications and operating procedures that we have developed and may continue to develop. The distinguishing appearance and characteristics of the System include our Trade Dress, System Website, and SystemBrand Standards. We may ~~change~~ modify, improve, ~~add to, and~~ expand, or further develop the elements of the System from time to time.

Your Center ~~must~~is required to comply with all mandatory standards, specifications, operating procedures, and the obligations contained in the OperationsBrand Standards Manual ~~that relate~~ing to the development and operation of a Center, including: (a) offering only Authorized Products and Services (the “Approved Products and Services”); (b) sales procedures, customer warranties and services; (c) advertising and promotional programs; (d) days and hours of operation; and (e) accounting and record keeping systems.

Condition of Centers

You are required to maintain the condition and appearance of your Center ~~so that it is~~in a clean and attractive manner. You ~~are required to~~shall make such modifications and additions to equipment, signs, furnishings, and ~~that do not meet our then~~other items as necessary to comply with our then-current standards. We may require you to make substantial upgrades or remodel your Center periodically. ~~We, however we~~ will not require ~~you to make~~ substantial upgrades or remodeling ing your Center more than once every three years ~~and or~~ involveing a costs more than in excess of \$230,000, provided ~~your the~~ Center ~~meets~~is in compliance with the then-current standards set forth in the Franchise Agreement and Operation Manual. You ~~may~~shall not make any alterations to ~~your the~~ Center, ~~nor~~ any replacements, relocations, or ~~alterations~~modification of fixtures, equipment or signs~~age that do not meet~~, except as permitted by and in compliance with our then-current standards and specifications.

Accounting Services

Your Center is required to maintain and submit ~~certain~~ records, reports, financial statements, and other information as required under the ~~terms of the~~ Franchise Agreement. ~~We require that y~~ You shall prepare monthly financial statements using the required accrual accounting method using and our designated chart of accounts, including an income statement, balance sheet, and statements of cash flows. You ~~will be required to~~shall also use our designated supplier(s) for bookkeeping and payroll administration services in connection with operating ~~your the~~ Center, ~~that as~~ we may determine or approve from time to time. Currently, Cherry Bekaert Accounting, OnPay and ADP HR Payroll are the only approved suppliers for bookkeeping and payroll ~~Approved Suppliers~~services.

Local Advertising

~~In addition to your NAF contributions, we strongly recommend that you spend 2% of the Gross Revenues of your Center on Local Advertising and Promotion. (the “Local Advertising”). All local advertising and promotions you conduct must be consistent with our Marks, in good taste and in a form provided or approved by us. You are required to contribute \$500 per week to the NAF for your Center Startup Advertising Expenditure during the first 6 months. We may require that the Startup Advertising Expenditure be contributed and paid directly to us and/or to the NAF and that we may direct your Startup Advertising Expenditure during the designated 6 month period. (See Item 6).~~

You shall contribute to the new Center Startup Advertising in the amount of \$500 per week, payable to the NAF commencing 30 days prior to and for a minimum of 26 weeks following the opening of your TINT WORLD® Center for pre-opening and post-opening advertising, promotions, public relations, and other startup activities in the local area surrounding your franchised business. All local advertising and promotional activities conducted by you must be approved by us and comply with our designated standards and requirements. In addition to your NAF contributions, you shall expend not less than 2% of weekly Gross Revenues of your Center on Local Advertising and Promotion of the Center, which may be administered through the NAF. (the “Local Advertising”). All local advertising conducted by you must be approved by us, comply with our designated standards, and be consistent with the Marks. (See Item 6).

You ~~are required to~~shall conduct all ~~your~~ advertising, marketing, sales, and promotional ~~plans~~activities in any medium in a dignified manner and ~~conform to~~in accordance with the standards and requirements set forth in the OperationsBrand Standards Manual or ~~as we otherwise specified by us~~ in writing. You may speak to the media on behalf of your Center ~~to the media; however, but you need~~must obtain our prior written ~~pre~~-approval ~~from us~~ to speak to the media on ~~our behalf of the System or us~~. You may purchase advertising materials and ~~enroll~~participate in marketing programs ~~from offered by us or our designated suppliers, as long as the~~provided such programs ~~meet~~comply with our requirements. (see Item 11).

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Item 9

FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	AGREEMENT	DISCLOSURE DOCUMENT
(a) Site Selection and Acquisition and Lease (Note 1)	Section XX.B. of Franchise Agreement	Items 7 and 11
	No provision in Multi-Unit Development Agreement	
(b) Pre-Opening Purchases/Leases	Section VIII. of Franchise Agreement	Item 8
	Section 2 of Multi-Unit Development Agreement	
(c) Site Development and other Pre-Opening Requirements	Sections VIII., XII.B., XX.C of Franchise Agreement	Items 6, 7 and 11
	No provision in Multi-Unit Development Agreement	
(d) Initial and Ongoing Training	Section XX.A. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(e) Opening (Note 2)	Section X.D. of Franchise Agreement	Item 11
	Section 2 of Multi-Unit Development Agreement	
(f) Fees	Sections IX. and X. of Franchise Agreement	Items 5, 6 and 7
	Section 6 of Multi-Unit Development Agreement	
(g) Compliance with Standards, Policies and Procedures (Operations Brand Standards Manual)	Sections XII.A., XII.J. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(h) Trademarks and Proprietary Information	Sections XV and XVI of Franchise Agreement	Items 13 and 14
	Section 1 of Multi-Unit Development Agreement	
(i) Restrictions on Products and Services offered	Section XII.N. of Franchise Agreement	Items 11 and 16
	No provision in Multi-Unit Development Agreement	

OBLIGATION	AGREEMENT	DISCLOSURE DOCUMENT
(j) Warranty and Customer Service Requirements	Section XII.W. of Franchise Agreement	Item 16
	No provision in Multi-Unit Development Agreement	
(k) Territorial Development and Sales Quotas	Section VI. of Franchise Agreement	Item 12
	No provision in Multi-Unit Development Agreement	
(l) On-going Product and Services Purchases	Section XII.N. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	
(m) Maintenance Appearance and Remodeling Requirements (Note 5)	Section XII.L. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(n) Insurance (Note 4)	Section XIII. of Franchise Agreement	Items 7 and 8
	No provision in Multi-Unit Development Agreement	
(o) Advertising (Note 3)	Sections X.B., X.C. of Franchise Agreement	Items 7, 8 and 11
	No provision in Multi-Unit Development Agreement	
(p) Indemnification	Section XVIII. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	
(q) Owner's Participation, Management and Staffing	Sections XII.I., XII.J. of Franchise Agreement	Item 15
	No provision in Multi-Unit Development Agreement	
(r) Records and Reports	Section XIV. of Franchise Agreement	Item 11
	No provision in Multi-Unit Development Agreement	
(s) Inspections and Audits	Sections XII.U., XIV.B. of Franchise Agreement	Item 6
	No provision in Multi-Unit Development Agreement	
(s) Transfer	Section XXII. of Franchise Agreement	Item 17
	Section 9.01, 9.02 of Multi-Unit Development Agreement	
(t) Renewal	Section VII.B. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(u) Post-Termination Obligations	Section XXIV. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(v) Non-Competition Covenants	Section XIX. of Franchise Agreement	Item 17
	No provision in Multi-Unit Development Agreement	
(w) Dispute Resolution	Section XXV.C. of Franchise Agreement	Item 17
	Section 10.01 of Multi-Unit Development Agreement	

Item 10

FINANCING

~~We are registered on the United States Small Business Administration's ("SBA") Franchise Registry. This is a national online listing of franchise systems whose franchisees receive an expedited loan process when applying for SBA financing. You can learn more about the SBA's Franchise Registry Program at www.franchiseregistry.com.~~

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation. ~~We will, upon request, refer you to one or several potential sources for financing your franchise business.~~

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Item 11

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

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

Pre-Opening Obligations

Before opening your Center, we or our designee will provide the following pre-opening assistance to you:

1. Designate Your Area. We will designate your area for your Site Selection and provide you a Franchise Application Exhibit K, which allows you to choose from one to three available areas of interest (State and City or Province) that is suitable for a Center and doesn't interfere with another Center. We will review market area demographics with statistical data and perform a competitive analysis feasibility study to determine the amount of consumer demand for our products and services in the area. Once we agree on a suitable area for your Center and you purchase a franchise license, we will Designate Your Area (the "Designated Area") for Site Selection. (See Schedule C of the Franchise Agreement).

2. Financing Assistance. We will provide Financing Assistance and guidance to help simplify your loan application process for your franchise investment. We are listed on the United States Small Business Administration's ("SBA") Franchise Registry online listing to help expedite the process when applying for an SBA Loan. We will, upon request, refer you to one or several potential sources for financing and help guide you through the process for your franchise business. (See Section XI. of the Franchise Agreement).

3. Site Criteria Guidelines Assistance. We will provide Site Criteria Guidelines Assistance and guidance with determining an acceptable location for your Center, as we have outlined in the ~~pre-opening~~ Pre-Opening mManual (the "Pre-Opening Manual") that we will loan to you. The location must conform to our site selection requirements and is

subject to our approval. (See Section VI.A. of the Franchise Agreement).

4. Site Location Evaluation Assistance. We will provide Site Location Evaluation Assistance and guidance with authorizing a site for your Center. At our discretion, we will designate a local real estate broker to assist you in locating a suitable site for your Center. We will use reasonable efforts to analyze your market area to determine site feasibility to in approving the location for your Center. We will evaluate each proposed site and accept or reject each one on a case-by-case basis, although we will have no liability to you or anyone for approving or disapproving of a proposed site location. You must select a site, and secure a lease, sublease, or purchase the location for your Center that meets our approval within one year after you sign the Franchise Agreement. (See Section XX.B. of the Franchise Agreement).

5. Lease Review Assistance. We will provide Lease Review assistance and guidance with reviewing and authorizing an acceptable lease for your Center Location. We will evaluate proposed leases and accept or reject each one on a case-by-case basis although we will have no liability to you or anyone for approving or disapproving a proposed lease for your Center. The lease for the Center is subject to our approval and terms and conditions provided in the Franchise Lease Agreement Addendum. (See Exhibit C). You will be required to provide us with a copy of the pre-approved executed lease or contract of the Center location within 10 days of its signing. (See Section XX.B. of the Franchise Agreement).

6. Center Location Assistance. Once the lease for your Center Location is accepted, we will provide assistance in completing and signing Schedule C of the Franchise Agreement, designating your approved Center Location. However, the acceptance of a Center location and entering it on your Franchise Agreement by us is conditioned upon our determination, in our reasonable judgment, that: (i) the site which you have submitted for your Center Location is within the pre-approved market area and is a suitable site based upon criteria we establish from time to time; and (ii) you and your Owners are in compliance with the Franchise Agreement. (See Section VI.A. of the Franchise Agreement).

7. Prototype Plans Assistance. We will provide Prototype Plans Assistance for your Center. You may modify the prototype plans only to the extent necessary to comply with all applicable laws, regulations, ordinances, building codes and permit requirements and any lease requirements and restrictions. You must submit final plans and specifications to us for our approval before developing your Center and must construct your Center in accordance with our approved plans and specifications. You must ensure that all final plans and specifications comply with all applicable laws, ordinances and local rules and regulations. (See Section XX.C. of the Franchise Agreement).

8. Brand Standards Assistance. We will provide Brand Standards Assistance and guidance with brand image standards and specifications for your Center; interior and exterior colors, design, signs, furniture, fixtures, flooring, lighting, digital showroom displays and all equipment and furnishings, as outlined in the “Brand and Image Standards Guide” that we will loan to you. (See Section XII.H. of the Franchise Agreement).

9. Insurance Assistance. We or our affiliates will provide Insurance Assistance with obtaining your Initial Insurance for liability coverage, workers’ comp insurance, and automobile coverage, although we will have no liability to you or anyone for your insurance coverage. (See Section XIII. of the Franchise Agreement).

10. Business Setup Assistance. We or our affiliates will provide Business Setup Assistance and guidance with obtaining your business licenses and permits, setting you up with ~~Cherry Bekaert~~-Accounting service, ~~OnPay and ADP HR~~-Payroll service, and assisting with reservations for transportation, lodging, meals, and wages (up to two persons) for attending your initial training program. (See Section X.H., XII., XIV.F. of the Franchise Agreement).

11. Construction Buildout Assistance. We or our affiliates will provide Construction Buildout Assistance and guidance during the renovation of your Center with: (i) reviewing preliminary plans, (ii) reviewing construction documents, (iii) reviewing contractor bidding, (iv) reviewing construction meetings as needed, (v) reviewing architect, city, building and fire inspectors, (vi) reviewing layout of interior and exterior, (vii) reviewing equipment and fixtures placement, and (viii) reviewing project close-out punch list. We will assist you with analyzing the construction buildout and approving the buildout for your Center, although we will have no liability to you or anyone for approving or disapproving your construction buildout for your Center. (See Section XX.C. of the Franchise Agreement).

12. Center Startup Package Assistance. We or our affiliates will provide Assistance with ordering the

Startup Package, which may include: (i) Showroom Displays Furniture Package: interactive video, graphical explanatory menus, car audio and electronics demo, sales counter, feature wall and shelving to display products, chairs and tables; (ii) Signage Package: channel letter illuminated exterior building sign, building survey, sign permit, and installation; (iii) Equipment Package: 64” film plotter, storage cabinet, parts bin, toolbox, pushcart, fender covers, work bench, bench vice, film wall rack, tint and film tools, glass peel boards, heat guns, steamer, detaining tools, pressure washer, shop vacuum, buffers, pads, brushes, shop garbage pails, shop mop, buckets, floor squeegees, first aid kit, and other supplies. The high end of this estimate will include an air compressor, hoses, power tools, 200-piece specialty tool set, floor jack, battery charger, ozone machine; (iv) Administrative, Marketing, Graphics Package: point of sale materials, brochures, catalogs, office forms, work orders, stationary, business cards, pens, storefront brand window graphics, showroom signs, bay service banners, uniform shirts, hats, and other items; (v) Freight, Delivery, Setup; (vi) Software Package: TINT WORLD® POS Point of Sale Software, PRO-CUT Film Software, TINT-PRO Mobile Services Software, QuickBooks Online (“QBO”) Accounting, FranConnect HUB, and Microsoft Office 365 with ~~two~~2 Email Accounts, Zoom Phone Platform, Contact Center Services, and Data Warehousing; (vii) Computer Hardware Package: computers, printer, merchant processing hardware, four IP phones and associated supplies; (viii) Initial Inventory Package: stocking inventory and supplies order based on anticipated volume; and (ix) Grand Opening Promotion Package: to conduct ~~preopening~~, a one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers commencing ~~20~~30 days before and ending 90 days after its opening. (See Section XII.O. of the Franchise Agreement).

Mobile Services Startup Package Assistance. If you are authorized to provide Residential and Commercial Mobile Services, we or our affiliates will provide Assistance with ordering the Startup Package, which may include: (i) Mobile Brand Wrap; (ii) Film Handler; (iii) Ladders and ~~s~~Scaffolds; (iv) Glass Detectors and Meters; and (v) and Hand Tools.

13. System Guidance. We will provide System Guidance with developing and opening your Center, as provided in the OperationsBrand Standards Manual; consultations by telephone or in person at our offices or at your Center; bulletins, newsletters and by written or electronic communications, and any other means of communications. Such guidance may include methods and operating procedures, sales procedures, authorized products and services, purchasing products and supplies, inventory control, suggested pricing, implementing advertising and promotional programs, and administrative bookkeeping for your Center. (See Section XX.A. of the Franchise Agreement).

14. Initial Training. We will provide Initial Training for two people (the “Introductory Training Program”), designed to assist you in the operation of the Center. Anyone attending the initial training program, who has not signed the Franchise Agreement, is required to sign a Confidentially Agreement to our satisfaction before attending the training. (See Section XX.A. of the Franchise Agreement).
Training Program

This training schedule we provide is fully detailed in the OperationsBrand Standards Manual. The entire initial training program is subject to change due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated are estimates and may vary based on the experience of those persons being trained.

SUBJECT	~~DAY~~ <u>SHOURS</u> OF <u>CLASSROOM</u> TRAINING	<u>HOURS OF</u> <u>ON-THE-JOB</u> TRAINING- ~~HOURS~~	LOCATION
Phase 1 Classroom Training	~~6 Days~~ <u>40</u> Hours	~~400~~ Hours	~~Designated~~ <u>San</u> <u>Antonio, TX</u>
<u>The Tint World® Way</u>	<u>4 Hours</u>	<u>0 Hours</u>	<u>San Antonio,</u> <u>TX</u>
Business System ~~and~~ <u>&</u> Setup Procedures	~~Phase 1—~~ ~~encompasses~~ ~~six days of~~ ~~classroom~~ ~~training on~~ ~~business~~	~~Phase 1—~~ ~~includes 400~~ ~~hours of~~ ~~training~~ ~~curriculum to~~ ~~acquaint you~~	~~Headquarters~~ <u>S</u> <u>an Antonio,</u> <u>TX</u>

SUBJECT	~~DAYS~~ <u>HOURS</u> OF CLASSROOM TRAINING	<u>HOURS OF</u> ON-THE-JOB TRAINING- HOURS	LOCATION
	~~operation of a~~ ~~TINT-~~ ~~WORLD®-~~ ~~Center~~ 4 Hours	~~with a variety-~~ ~~of operating-~~ ~~procedures-~~	
Brand Image ~~Compliance~~ <u>Center</u> Guidelines	<u>4 Hours</u>	<u>0 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
~~Shop Safety and Compliance~~ <u>Vendor & Supplier Programs</u>	<u>4 Hours</u>	<u>0 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
<u>Advertising & Marketing Program</u>	<u>4 Hours</u>	<u>0 Hours</u>	<u>San Antonio, TX</u>
<u>National Advertising Fund</u>	<u>4 Hours</u>	<u>0 Hours</u>	<u>San Antonio, TX</u>
<u>POS Point of Sale Software & Technology Systems</u>	<u>4 Hours</u>	<u>0 Hours</u>	<u>San Antonio, TX</u>
~~Cleaning & Maintenance~~ <u>Customer Sales & Service</u> Procedures	<u>4 Hours</u>	<u>0 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
~~Products and Services Categories~~ <u>Telephone Procedures & Guidelines</u>	<u>4 Hours</u>	<u>0 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
<u>Drive-In Procedures & Guidelines</u>	<u>4 Hours</u>	<u>0 Hours</u>	<u>San Antonio, TX</u>
<u>Phase 2 Technical Training</u>	<u>10 Hours</u>	<u>30 Hours</u>	<u>San Antonio, TX</u>
<u>Automotive Window Tint & Application Training</u>	<u>2 Hours</u>	<u>8 Hours</u>	<u>San Antonio, TX</u>
<u>Paint Protection Film & Application Training</u>	<u>2 Hours</u>	<u>8 Hours</u>	<u>San Antonio, TX</u>
~~Vender and Supplier Programs~~ <u>Ceramic Coating Products & Application Training</u>	<u>2 Hours</u>	<u>8 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
~~Phase 2 Classroom~~ <u>Home Service Architectural Film Application Training</u>	~~6 Days~~ <u>2 Hours</u>	~~40~~ <u>4 Hours</u>	~~Designated~~ <u>San Antonio, TX</u>
<u>Windshield Protection Film Application Training</u>	<u>2 Hours</u>	<u>4 Hours</u>	<u>San Antonio, TX</u>
~~Telephone Sales Procedures~~ <u>Phase 3 Classroom and In-Store Training</u>	~~Phase 2 encompasses six days of classroom training on sales and services of a~~ ~~TINT-~~ ~~WORLD®-~~ ~~Center~~ <u>20 Hours</u>	~~Phase 2 includes 40~~ <u>20 Hours</u> ~~hHours of training curriculum to acquaint you with a variety of products and services.~~	~~Headquarters~~ <u>San Antonio, TX</u>
<u>Business Management Guidelines</u>	<u>2 Hours</u>	<u>2 Hours</u>	<u>San Antonio, TX</u>
<u>Product & Services Standards</u>	<u>2 Hours</u>	<u>2 Hours</u>	<u>San Antonio, TX</u>
~~Customer Service~~ <u>Telephone Procedures & Guidelines</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>

SUBJECT	~~DAYS~~ <u>HOURS</u> OF <u>CLASSROOM</u> TRAINING	<u>HOURS OF</u> <u>ON-THE-JOB</u> TRAINING- ~~HOURS~~	LOCATION
~~Sales and Management~~ <u>Drive-In Procedures & Guidelines</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
<u>Shop Safety, Cleaning, Maintenance & Compliance</u>	<u>2 Hours</u>	<u>2 Hours</u>	<u>San Antonio, TX</u>
Showroom Displays ~~and~~ <u>Products & Services</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
Service <u>&</u> Operations Procedures	<u>2 Hours</u>	<u>2 Hours</u>	~~Headquarters~~ <u>San Antonio, TX</u>
~~Technical and Installation Training~~			~~Headquarters~~
Phase 3 In-Store Training	6-Days	40 Hours	Designated
~~POS Software Technology Systems~~	~~Phase 3 encompasses six days of in-store training on management operation of a TINT-WORLD®-Center~~	~~Phase 3 includes 40 hours of training curriculum to acquaint you with actual operating procedures.~~	~~In-Store~~
<u>Dealerships & National and Fleet Accounts</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~In-Store~~ <u>San Antonio, TX</u>
~~Advertising and Marketing Promotions~~ <u>Business Management, Accounting & Reporting</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~In-Store~~ <u>San Antonio, TX</u>
Employee Staffing ~~and HR Procedures~~ <u>& Human Resources</u>	<u>2 Hours</u>	<u>2 Hours</u>	~~In-Store~~ <u>San Antonio, TX</u>
~~Bookkeeping and Administration~~ <u>Subtotal Hours</u>	<u>70 Hours</u>	<u>50 Hours</u>	~~In-Store~~ <u>3 Weeks</u>
~~Business and Financial Management~~			~~In-Store~~
~~3-Weeks~~ <u>Total Hours</u>	~~18-Days~~ 120 Hours		~~Total 120-Hours~~ <u>3 Weeks</u>

The introductory training program and orientation is held at our Franchise Headquarters located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487, or in San Antonio, TX, or such other training Center that we determine on the operation of a Center. We may also (in our sole discretion) conduct and manage all or part of the initial training by means of written materials, toll free telephone service, and electronic communication. These classes are held as needed, either at our location, or at the location of one of our affiliates, or at the location of a franchisee. The ~~operations~~ Brand Standards ~~in~~ Manual is a reference book used for the training program. The initial training is mandatory and should be completed within 90 days before opening the business. You must successfully complete the training program to our satisfaction.

Our current Corporate Trainers are ~~Paul Pirro~~ Luke Fidler, Madison Belfour, John Marsh, and Charles J Bonfiglio, who have trained numerous personnel and cover all facets of the entire TINT WORLD® System. Our Corporate Trainers assist each franchisee with ~~finding a location~~ the business System, ordering equipment, developing a local marketing plan to opening the Center for the duration of their employment with TINT WORLD®. ~~Paul Pirro~~ Luke Fidler began training in ~~November 2009~~ January 2022 and has a total of ~~143~~ 3 years training experience in our program. Madison Belfour began training in September 2022 and has a total of 3 years training experience in our program. John Marsh began training in January 2014 and has a total of ~~40~~ 11 years training experience in our program. As the Franchise

Founder, Charles J Bonfiglio has developed the concept and all facets of the business System and has a total of ~~46~~¹⁸ years training experience in our program. (See Section XX.A.1. of the Franchise Agreement).

15. ~~Operations~~Brand Standards Manual. We will loan you one copy of the ~~operations~~Brand Standards ~~m~~Manual (the “~~Operations~~Brand Standards Manual”). The current table of contents is listed in Exhibit H, and we may provide you with other written materials for the operation of you Center. The ~~Operating~~Brand Standards Manual currently contains 616 pages. We have the right to add to, and otherwise modify, the ~~Operation~~Brand Standards Manual to reflect changes in the specifications, standards, and operating procedures of a Center. You must keep the ~~Operation~~Brand Standards Manual confidential and current and may not copy any part of the ~~Operation~~Brand Standards Manual. However, in the event the ~~Operations~~Brand Standards Manual is lost, stolen, or otherwise unavailable, you are required to pay us a \$5,000.00 replacement charge for another ~~Operation~~Brand Standards Manual. You may also receive a digital version of the ~~Operations~~Brand Standards Manual, and it may be found ~~on-line on the FranConnect HUB~~in the ~~Articulate 360 e-learning platform~~. The on-line version of the ~~Operations~~Brand Standards Manual is the guiding manual, and in the event that there is a conflict between paper versions of the ~~Brand Standards m~~Manual and the on-line ~~Brand Standards m~~Manual, the online ~~Brand Standards m~~Manual and our updated master copy we maintain will control. (See Section XX.E. of the Franchise Agreement).

16. Grand Opening Assistance. We or our affiliates will provide Grand Opening Assistance and guidance with conducting your Center Grand Opening Promotion during the period commencing ~~20~~³⁰ days before and ending 90 days after its opening as provided in Item 7. This will include a one day long ‘grand opening event’ to invite your local community of prospective customers to visit your Center and celebrate the opening, and for your staff to meet and greet customers. Our assistance may include grand opening plan, market research for preparing television, radio, newspaper ads, setting up your website, paid search campaign, landing pages, social media accounts, online directory listings, online review accounts, our 800-767-8468 store locator, marketing platforms, startup marketing; creating, developing, and distributing your local advertising, marketing and promotional materials, public relations, and other media programs, and our franchise consultant attending your grand opening event. (See Section X.D. of the Franchise Agreement).

17. Pre-Opening Team Assistance. We will provide Pre-Opening Team Assistance with up to five days at your Center, which may consist of: (a) Franchise Consultant and/or; (b) Technical Supervisor to assist you with setup of your displays, and to provide management and technical training prior to opening your Center. The pre-opening team assistance is included in your Startup Package as provided in Item 5. There is no extra cost that you will have to pay for the pre-opening team assistance; however, if you ask for additional pre-opening assistance or we determine that there are significant deficiencies in your Center which require additional support days, we may charge you a Continuing Education Fee for supplemental, technical, advanced sales or refresher courses. In order for the pre-opening assistance to begin, you must first receive a certificate of occupancy with all required business approvals to opening, and the Startup Package must be at your Center. (See Section XX.C.2. of the Franchise Agreement).

We do not provide the above services to renewal franchisees and certain of the services to Conversion Owners.

Post-Opening Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following assistance to you:

1. Advisory Assistance. We will provide, at our discretion, Advisory Assistance, and guidance with respect to the System, as provided in the ~~Operations~~Brand Standards Manual; consultations by telephone or in person at our offices or at your Center; bulletins, newsletters and by written or electronic communications, and any other means of communications. Such guidance may include methods and operating procedures, sales procedures, authorized products, and services, purchasing products and supplies, inventory control, suggested pricing, implementing advertising and promotional programs, and administrative bookkeeping for your Center. (See Section XX.A. of the Franchise Agreement).

2. Support Visits. We will, at our discretion, periodically conduct Support Visits for your Center with training, guidance, and evaluation inspections, among other things, your compliance with the System, which will take place as frequently as we deem necessary, and at times and dates selected by us. (See Section XX.A. of the Franchise Agreement).

3. **Continuing Education.** We will, at our discretion, offer Continuing Education, and resources for supplemental, technical, advanced sales or refresher courses (on an optional or mandatory basis), that we deem advisable. On your request, we will endeavor to provide Continuing Education on various aspects with operating your Center, and you will be required to pay the training fees and charges we establish. (See Section XX.A. of the Franchise Agreement).

4. **Annual Convention.** We will, at our discretion, conduct Annual Conventions (in our sole discretion) with an awards banquet at such places and dates that shall be designated by us. You or a managerial owner is required to attend, and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

5. **Tradeshow Events.** We will, at our discretion, participate in Tradeshows Events at such places that are designated by others to provide industry Continuing Education meetings and Supplier Programs. You or a managerial owner may attend, and you are responsible for the registration fee and all expenses, including compensation and costs associated with attending, such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

6. **Retraining Program.** After the opening of your Center, we will, at our discretion, provide the Introductory Training Program to any new managers of your business for Continuing Education Fee and other charges as disclosed in Item 6. In addition, we have the right to require that you (or such managing partner or shareholder) and any manager(s), assistant manager(s) technician(s), installer(s) and detailer(s) complete supplemental and refresher training programs during the term of the franchise, to be conducted at our National Headquarters in Boca Raton, Florida 33487 or such other training Center that we determine from time to time. You will be responsible for all of your own expenses, including compensation and costs associated with attending training such as transportation, lodging, meals, and wages. (See Section XX.A. of the Franchise Agreement).

7. **Promotional Materials.** We will, at our discretion, periodically provide Promotional Materials, which may be developed by us through the National Advertising Fund we establish, maintain, and administer. We may produce and provide you with brand “Creative” work associated with developing and distributing to our franchisees advertising and marketing promotions, public relations, websites, market research programs for further distribution by our franchisees, at their individual cost and expense. The digital showroom displays provide your Center digital menus and promotional videos with offers that are tailored for your market area to provide consumers with an interactive experience. (See Sections XX.H. of the Franchise Agreement).

8. **OperationsBrand Standards Manual Updates.** We will, at our discretion, periodically provide OperationsBrand Standards Manual Updates to the System, which may include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The OperationsBrand Standards Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (“SystemBrand Standards”) that we periodically require. We may change, improve, add to, and further develop the elements of the System from time to time and modify the OperationsBrand Standards Manual periodically to reflect changes in SystemBrand Standards. (See Sections XX.E. of the Franchise Agreement).

9. **Pricing.** We will, at our discretion, designate the maximum, minimum, promotional, and other prices you may charge for Approved Products and Services served and sold by your Store, as permitted by applicable law. Our designation of pricing is not a guarantee that you will achieve a specific level of sales or profitability. Additionally, we will, at our discretion, suggest pricing levels that we recommend.

Advertising

The TINT WORLD® National Advertising Fund (the “NAF”) has been established to create, develop, and implement marketing, advertising, and related programs, and materials to enhance the general goodwill associated with the Marks and to develop and maintain a favorable public image of TINT WORLD® Centers. You are required to contribute ~~to the NAF the amounts described in Item 6. NAF contributions are payable, together with the royalty fee due, on a weekly basis~~ a weekly continuing NAF Fee equal to the greater of: \$1,000.00 per week, subject to annual increases up to the amount of the Consumer Price Index (CPI) increase, or up to 6% of weekly Gross Revenues of the Business, payable weekly and received by us within 5 days after the end of each calendar week accounting period (Sunday through Saturday) during the term of this Agreement and any extensions or renewal so long as the NAF remains in operation. In

addition to the NAF contributions, you shall expend not less than 2% of weekly Gross Revenues of your Center on local marketing and promotion of the Center, and may, at our sole discretion, be administered through the NAF or through other marketing programs designated by us from time to time. All TINT WORLD® Centers located in the United States owned by us or any of our affiliates will contribute to the advertising programs funded by the NAF on the same basis as franchisees. Some third-party vendors may also contribute advertising allowances to the NAF. The NAF does not use funds for advertising that is principally a solicitation for the sale of franchises.

As a System, we use funds from the NAF to pay for all costs and expenses associated with the development of marketing, advertising and related programs and materials, including the costs of preparing, producing, and distributing to our franchisees marketing, advertising, and related materials, employing advertising agencies and media buying agencies, supporting market research activities, administering NAF and all other related costs and expenses to promote and protect the brand. We may use funds from the NAF for the purpose of hosting, maintaining, operating, enhancing, and improving the System website for TINT WORLD® Centers including the website generally, and specifically, as to TINT WORLD® Centers Locations. We have established and have the right, at our sole discretion, to institute, maintain and administer a central advertising fund for such advertising or public relations programs as we, in our sole discretion, may deem appropriate to promote TINT WORLD®.

We will determine, conduct and administer all national, regional, local and other marketing, advertising, promotions, market research and other related activities for TINT WORLD® as may be instituted from time to time, including advertising and marketing initiatives funded by the NAF, and the right to direct all such advertising and marketing initiatives with our sole authority and discretion over all aspects thereof, including the creative concepts, materials, nature, type, scope, frequency, place, form, copy, layout, design, content, endorsements and media used in such programs, and the placement and/or allocation of such programs. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs. (See Sections XII. and XX. of the Franchise Agreement).

We may seek the advice of the Advertising Committee (consisting of not more than seven franchisees appointed from time to time with the Franchise Advisory Council (the “FAC”) with respect to the creative concepts and media used for programs funded by the NAF. We may meet periodically (i.e., at least once every six months) with the Advertising Committee for those purposes.

The funds collected by the NAF and any earnings thereon, are not and shall not be an asset of us or any Franchisee. All Centers owned by Franchisor and its Affiliates must contribute to the NAF in the same manner and proportion as all Franchisees. We may use the monies accumulated from the NAF to pay for all costs and expenses associated with such programs and materials, including to compensate ourselves for administrative fees associated with managing the NAF and for our internal employee salaries, expenses and overhead associated with or reasonably allocated to managing the activities of the NAF and performing services on behalf of the NAF including, but not limited to, directing, developing and managing media of the NAF.

Although the NAF is intended to enhance the goodwill associated with the Marks, to promote the sale of any or all authorized products and services and to develop and maintain a favorable public image of Centers for the benefit of all Centers, we cannot assure you that any particular Center, or that Centers in any particular local market area, will benefit directly or pro-rata from any marketing, advertising, or related program initiative.

The term “Creative” includes all costs associated with creating, developing and distributing national or general advertising, marketing, promotions, public relations and market research programs and related activities, including, but not limited to, costs relating to preparing television, video, audio, radio, magazine, newspaper, direct mail, print ads, sales collateral material, outdoor advertising, digital, email, e-newsletter, social media, smart phone applications, websites, call center scripts, reputation management, and includes all costs associated with services, fees, and expenses related to hosting, maintaining, operating, enhancing, and improving the System website including the website generally, and specifically, as to Center Locations, and other currently existing and future developed media programs and materials, and related activities and associated fees, charges, and commissions, including fees and commissions charged for creative works. As part of the Creative portion of the NAF, we may furnish you with marketing, advertising, and promotional materials at cost, plus any related administrative, shipping, handling, and storage charges.

The term “National Advertising” includes all costs associated with placing and purchasing national media

advertising (e.g., national television, print media and electronic media) and related activities including, but not limited to, general marketing, promotional programs, printing, mailing lists, postage, point of sale materials, newsletters, search engine optimization, paid search, social media, web marketing, website development, website hosting, ecommerce, other digital advertising, SMS text marketing programs, telephone prospecting, trade shows, conventions, sponsorships, public relations activities, sales development, sales training, technical training, platform systems (e.g., intranet, CRM, email, internet marketing, cataloging, reputation management, reporting, remote call forwarding, social media, press release) and other lead generating and sales building related activities and associated fees, charges, and commissions, including fees charged by national spokespersons commissions charged by advertising agencies media buying companies.

The term “Directory Advertising” includes all costs associated with placing and purchasing advertising in classified advertising directories through various media, includes print and electronic media and related activities and associated fees and commissions, including commissions charged by media buying companies.

The term “Local Advertising” includes all costs associated with regional and local advertising, marketing, promotional programs and related activities and associated fees and commissions, including commissions charged by advertising agencies and media buying companies. To the extent any costs can be allocated to more than one of the above categories or to the extent that any costs appropriately charged to the NAF do not fall within a particular category, we may, in our sole discretion, allocate such costs to one or more of such categories.

The NAF will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for the Annual Reimbursement and repayment of any advances or loans we may make to the NAF and our such reasonable salaries, administrative costs, expenses and overhead as we may incur in activities related to the administration of the NAF and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for contributions to the NAF. The media in which advertisements may be disseminated include print ads, radio and television and may be conducted on a regional or national basis. We intend to use an advertising agency to create and place advertising. All interest earned on monies contributed to the NAF will be used to pay advertising costs before other assets of the NAF are expended. All disbursements from the NAF will be made first from income and then from contributions. We may compromise any claim for past due contributions to the NAF from any franchisee, provided any compromise of contributions to the NAF will be proportionate to any contemporaneous compromise of other amounts the franchisee owes us and our affiliates, and we have the right to charge a proportionate amount of the collection costs against the contributions. We may spend on behalf of the NAF, in any fiscal year an amount greater or less than the aggregate contribution of all contributions in that year, and the NAF may borrow from us or others to cover deficits or invest any surplus for future use. In any fiscal year, we may fund any deficits with contributions from future years. The NAF may borrow from us (on commercially reasonable terms and rates) or other lenders to cover deficits or cause the NAF to invest any surplus for future use. We will prepare an annual unaudited summary of revenues collected and expenditures incurred by the NAF (the “Annual NAF Statement”). Upon your written request submitted no later than March 31 following the close of the applicable fiscal year, we will provide you with a copy of the Annual NAF Statement.

We will maintain an adequately staffed advertising department to manage and administer advertising and related programs funded by the NAF. We are entitled to be paid annually from the NAF a fee equal to 10% of all contributions made into the NAF (the “NAF Management Fee”) for these management and administrative services. We may pay ourselves the Management Fee in quarterly installments each year for managing and administering the NAF. We will allocate the NAF and the cost relating to the annual audit of the revenues and expenses of the NAF proportionately to the Creative, National Advertising, Directory Advertising, and Local Advertising portions of the NAF.

Except as described above we assume no direct or indirect liability or obligation with respect to the maintenance, direction, or administration of the NAF. We do not act as a trustee or in any other fiduciary capacity with respect to the NAF or to ensure that expenditures by the NAF in or affecting any geographic area are proportionate or equivalent to contributions to the NAF by Businesses operating in such geographic area or that you will benefit directly or in proportion to your contribution to the NAF. Additionally, neither we nor the NAF shall be liable to you with respect to the maintenance, direction, or administration of the NAF, including without limitation, with respect to contributions, expenditures, investments, or borrowings, except for acts constituting willful misconduct. Franchisor does not act as a trustee or in any other fiduciary capacity with respect to the NAF.

We may develop Customer Referral Programs, such as a key account referral program or a website referral

program, under which franchisor or third-party operators of websites or other lead or sales generating programs may make customer referrals to franchisees in exchange for compensation. Upon developing one or more of such programs, we will provide you with the specific details of customer referral programs that will be updated in the Operations Brand Standards Manual from time to time and you can decide whether to participate. If you choose not to participate, we have the right to allow a participating franchisee to serve the customer even if the customer is in your territory or to serve the customer ourselves.

At this time, there is ~~currently~~ no requirement ~~or~~ and no governing agreement or document ~~for~~ that obligates you to participate in any local or regional advertising cooperative. ~~You can decide if, when, or how much, individually, or collectively want to contribute to a~~ However, we reserve the right, in the future and in accordance with applicable law and the Franchise Agreement, to establish, designate, or require participation in one or more local or regional advertising cooperatives, ~~and franchisor-owned outlets can also individually decide to contribute. If you decide to contribute to a local or regional advertising and to adopt governing rules, contribution requirements, and operating procedures for such cooperatives, we may administer.~~ Any such local or regional advertising cooperative may be administered by us or through the NAF.

During the fiscal year ending December 31, 2024⁵, we expended the funds in the NAF as follows: Production ~~19.48~~15.46%, Media Placement ~~63.64~~67.91%, Administration ~~7.86~~9.88%, Other ~~9.02~~6.74%, TOTAL: 100%. 0% of the above total advertising expenditures were used primarily on solicitation of new franchisees.

Mobile Services Advertising

~~If you are authorized to offer and provide Mobile Services you shall contribute a continuing Mobile Services Advertising Expenditure in an amount equal to an amount of \$500 per week beginning on the initiation of your Mobile Services operations. This Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions you are required to make for your TINT WORLD® Center Location.~~

If you are authorized to provide Mobile Services, you shall contribute to the National Advertising Fund (the “NAF”) a continuing Mobile Services Advertising Expenditure (the “Mobile Services Advertising Expenditure”) in the amount of \$500.00 per week, commencing upon the initiation of Mobile Services operations, subject to annual increases up to the amount of the Consumer Price Index (CPI) increase, payable weekly and received by us within 5 days after the end of each calendar week’s accounting period (Sunday through Saturday) during the term of this Agreement and any extensions or renewal so long as the NAF remains in operation. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for your Center. You shall not have the right to offset, deduct, or otherwise reduce any NAF Fee for any reason whatsoever.

Advertising Support and Marketing Materials

We provide you with marketing and advertising support for effective and innovative marketing initiatives at the local and national levels. This includes helping you with your grand opening plans and social media presence, along with the implementation of new product launches. We produce and provide you with brand “Creative” artwork associated with creating, developing, and distributing national and local advertising promotions, public relations, social media, websites, and market research for preparing television, radio, newspaper, and digital media programs.

We provide you with point-of-sale advertising and promotional marketing materials that include printed and digital media advertising, signs, banners, vehicle graphics, brochures, catalogs, business cards, forms, sales collateral, merchandise, apparel novelty items and other items we specify that bear the Proprietary Marks in the form, color, location and in the manner, we determine to market the Center. We require you to send us samples for our review and approval before you use any advertising, promotional, or marketing materials that have not been previously approved by us. If you do not receive written approval from us within 30 days, it will be deemed that we have not given you the required approval. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Advisory Council

We formed a Franchise Advisory Council (the “FAC”) in February of 2017. The FAC consists of six Franchisees, who were chosen by us and our Franchisees, and up to six Franchise HQ representatives, who are chosen by us. We have

the power to form, change, or dissolve the advertising council in its sole discretion. The six FAC franchisee members are from five different North America regions to represent the franchisees in the: north, northeast, southeast, southwest, mid-west, and west. The FAC member meetings are planned for ~~one-one~~ in-person one day meetings per year at the Franchise Convention or at the Franchise HQ or another location agreed upon by the members. We also plan to hold four quarterly video-conference meetings per year.

We formed the FAC for the purpose of having our franchisees assist, collaborate, and provide feedback with the franchisor on areas that include advertising and marketing programs, vendors and suppliers, systems and technology, annual convention planning, and other operational enhancements or improvements to the system. The FAC tenure of the members has not been formally established yet, but we plan on having a two to three tenure for each committee member. We will only replace three of the six members at a time, so we will always have at least three members carried over a term to assist the new joining members. We are in the process of creating an unincorporated Franchise Advisory Council Bylaws that have been implemented in 2024.

Computer System

You ~~are required to must~~ purchase or lease, ~~at your expense, a~~ computer ~~system~~hardware that ~~provides an~~interfaces to with our corporate ~~headquarters that allows you to upload to us certain business sales and marketing information~~systems and permits the electronic transmission of sales, marketing, and other operational data as we may require from time to time. We will have ~~independent~~electronic access to ~~this system~~your approved system to obtain Gross Sales and other operational information. The data ~~that is stored in~~transmitted or accessible through the system includes sales ~~information data~~ (including price and cost), customer ~~identification~~information, and sales tax collected. You must use computer hardware that meets our ~~then then~~current ~~requirements of~~ standards and specifications ~~to function properly with the~~and that is compatible with our required ~~computer~~ software. You ~~will be are~~ required to update ~~and/or~~ upgrade ~~your software and~~ replace, or modify hardware, software, and related communication systems ~~that as~~ we ~~may determine~~require from time to time to ensure full maintain operational efficiency and ~~optimum communication capability between and among computer systems~~compatibility. You ~~must are~~ responsible, at your expense, keep for maintaining your computer and communication systems in good ~~condition and promptly install all additions, changes, modifications, substitutions or replacements to hardware, software, telephone, power lines and other data transmission communications facilities as we direct from time to time~~working condition

~~You are required to only use the Software Package in the operation of your Center that we have approved, which currently includes: (i) TINT WORLD® POS Point of Sale Software; (ii) PRO CUT Film Software; (iii) TINT PRO Mobile Services Software; (iv) QBO Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email Accounts; (vii) Zoom Phone Platform; and (viii) Data Warehousing. You may not use any software in the operation of your Center that we have not approved. If you fail to transmit your sales figures and/or not pay your maintenance fees or any other fees due us or our affiliates, your Computer Software will become disabled. We require that you accurately maintain your TINT WORLD® POS Point of Sale and QBO Accounting Software that we use to produce, prepare, and submit financial reports and other computer generated information we require from time to time. (See Items 5 and 7).~~

The estimated initial cost of the required point-of-sale and computer system ranges from \$4,000 to \$5,000. Estimated annual maintenance, repair, and update costs are up to \$2,000 per year. Actual costs may vary. If you fail to transmit required sales information or fail to pay required fees, your Computer Software may become disabled. You must accurately maintain the required POS and QBO accounting systems and use them to generate and submit financial and operational reports and other computer-generated information we require from time to time. (See Items 5 and 7).

You are required to use to certain Technology Systems and Software (collectively, the “Technology Systems”) necessary for the operation of the Center. The Technology Systems may include, without limitation: (i) PRO-CUT Film Software; (ii) FranConnect HUB; (iii) QuickBooks Online (“QBO”) Accounting; (iv) Microsoft Office 365 with two (2) email accounts; (v) Zoom Phone Platform; (vi) contact center services; and (vii) data warehousing. You shall pay to us a Technology Fee for access to and use of the Technology Systems, as set forth in Schedule B of the Franchise Agreement. You may not use any unapproved software or payment processing service in the operation of your Center.

You ~~will be are~~ required ~~under the Software License Agreements~~ to pay Software License Fees as provided in Item 6. The ~~TINT WORLD® POS Point of Sale Software License Fee is \$249 per month, and the TINT PRO Mobile Services Software License Fee is \$299 per month. The current~~ Technology Fee is ~~\$700~~1,000 per month, ~~which and~~ covers access to the ~~PRO CUT Film required S~~software, ~~FranConnect HUB, QBO Accounting, Microsoft Office 365 with two~~

~~Email Accounts, Zoom Phone P~~platforms, ~~and Data Warehousing listed above~~. The Software License Agreements ~~do not~~ apply to software and related services only and do not include hardware. (See Schedule B ~~of~~to the Franchise Agreement~~).~~)

Item 12

TERRITORY

The Franchise Agreement grants you the right to operate a single Center at a specific location (your “Center Location”). You may not conduct the business of your Center or use the System at any other location or relocate your Center without our prior written consent and payment of the Relocation Fee mentioned in Item 6. The conditions under which we will approve your relocation includes if, through no fault of your own, you are no longer able to occupy or operate in your then current location from loss of your lease, eminent domain proceeding that renders your premises unusable for a Center operation, or destruction of your franchise premises.

Franchise Agreement

You will be granted a designated territory (the “Designated Territory”). The minimum size of the Designated Territory for each Center’s Franchise Agreement will be a circle encompassing a ~~two-mile~~two-mile radius from your Center Location which has a ~~four-mile~~four-mile diameter, with your Center Location as the center-point, except that locations within urban and other densely populated areas will have a smaller Designated Territory which will be determined by us on a site-specific basis.

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. You may face competition from other System franchisees that may be authorized to provide Mobile Services within your Designated Territory.

During the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our Reserved Rights set forth below in this Item 12, we will not open and we will not grant another franchisee the right to open a Center Location within your Designated Territory. Within your Designated Territory we permit you to offer and provide the products and services of your Center, on-site, at customer locations, including to automotive car dealerships, trade accounts, marinas, residential, commercial, and other accounts located within your Designated Territory. If, at your request, we authorize and allow you to enter into a Mobile Service addendum to your Franchise Agreement we will authorize you to provide Mobile Services within your Designated Territory.

Your rights and our obligations described above do not apply to any Center that is open or under development, or as to which the location has been approved, as of the date we notify you of our approval of your Center Location.

Multi-Unit Development Agreement

The Multi-Unit Development Agreement grants you the right, subject to the terms of the Multi-Unit Development Agreement, and our Reserved Rights, as set forth below, to develop a negotiated number of Centers in the certain Metropolitan Statistical Area (the “MSA”) that we agree upon (the “Development Area”). MSA’s are census areas defined by the U.S. Office of Management and Budget. The protected nature of this territory for the Multi-Unit Development Agreement expires upon the opening deadline for the last scheduled Center, or a default in the opening schedule (see Exhibit C), whichever happens first. After the termination or expiration of your development rights, regardless of the reason, we and our affiliates may establish and open, and franchise others to operate Centers, in the Development Area, subject only to your rights under franchise agreements with us then in effect.

If you wish to enter into a Multi-Unit Development Agreement, you must commit to developing 2 or more Centers within the Development Area. We and you will identify the Development Area, sizes, and boundaries, determine the Development Schedule specifying the number of Centers that you must develop to keep your development rights and, for each applicable Center, the dates by which you must sign the purchase agreement, lease, or sublease, sign the then-current Franchise Agreement, and open the Center. We and you, then will complete the Development Schedule in the Multi-Unit Development Agreement before signing it. Your acquisition from another franchisee or us of an existing

Center located in the Development Area, or a Center located in the Development Area that has been closed for fewer than 12 months, will not be considered a new Center and, consequently, will not count toward your development obligations under the Development Schedule.

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. However, During the term of the Multi-Unit Development Agreement, neither we nor our affiliates will grant another franchisee the right to open a Center that is located in the Development Area, except for any Center in operation, or under development, or under lease, construction, or other commitment to open in the Development Area as of the effective date of the Multi-Unit Development Agreement, as long as you: (a) timely comply with the Development Schedule; and (b) are otherwise in material compliance with the terms and provisions of the Multi-Unit Development Agreement. Without waiving our option to terminate the Multi-Unit Development Agreement, if you fail to meet your development obligations under the Development Schedule, in lieu of termination, we may, in our discretion, (a) reduce the number of Centers stated in the Development Schedule, (b) withhold evaluation or approval of site proposal packages for new Centers, (c) extend the Development Schedule, and/or (d) if applicable, terminate the protected nature of your territorial rights in the Development Area.

Reserved Rights

We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you, to engage in the following activities (our “Reserved Rights”): (i) operate and grant to others the right to develop and operate Centers using the System and Marks outside your Designated Territory and, if applicable, Development Area, as we deem appropriate and irrespective of the proximity to your Designated Territory or Development Area; (ii) develop, acquire, be acquired by, merge with, or otherwise affiliate with, one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, a Center, and after such development, acquisition, merger or affiliation, to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses of any kind, even if such business or businesses presently or, in the future, offer and sell products and services that are the same as or similar to a Center (but not utilizing the Marks) that is located within and/or provides competing products and services within your Designated Territory and, if applicable, Development Area; (iii) grant national, regional, or local licenses, franchises, and/or rights to third parties to use the Marks and System, and to offer and sell products and services that are the same as or similar to a Center, from non-traditional locations, mobile outlets, and/or distribution channels, including co-branded centers, mobile outlets, and/or Centers located within the facility of a general or specialty retailer, both within and outside your Designated Territory and, if applicable, your Development Area; (iv) use the Marks and System to sell or distribute products and services offered and sold by Centers or products and services similar to the products and services offered and sold by Centers in alternative channels of distribution including the internet, catalog sales, telemarketing, or other direct marketing sales, both within and outside your Designated Territory and, if applicable, your Development Area; (v) sell or distribute, without using the Marks, products and/or services that are the same as or similar to the products and/or services authorized by the System and/or sold by Centers, both within and outside your Designated Territory and, if applicable, your Development Area; (vi) use the Marks and System to offer, sell, and provide the products and services offered and sold by Centers or products and services similar to the products and services offered and sold by Centers to or on behalf of customers of regional or ~~national~~-corporate or national accounts (referred to as “CorporateNational Accounts”) within or outside your Designated Territory; (vii) operate and grant to others the right to offer, develop, and provide Mobile Services within your Designated Territory unless we have entered into a Mobile Services addendum with you and have authorized you to provide Mobile Services within your Designated Territory; (viii) use the Marks and System and franchise, license, and/or grant others the right to use the Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement and, if applicable, Multi-Unit Development Agreement; and (ix) engage in all other activities not expressly prohibited by the Franchise Agreement and, if applicable, Multi-Unit Development Agreement.

Additionally, as to our Reserved Rights, we have the right to advertise, market and sell TINT WORLD® Brand or Trademark Products and Service, and make sales using our principal Mark within your Designated Territory or in any area we choose, including through retail and wholesale outlets, and through means of the internet, catalog sales, direct marketing, or any other means. This shall include, but not be limited to Products as well as Advertising Items such as T-Shirts and other items and paraphernalia at our sole discretion. We are not required to pay any compensation to you for these sales, which might come from your Designated Territory. You do not receive any options, rights of first refusal, or

similar rights to acquire additional franchises, unless you have a Multi-Unit Development Agreement.

CorporateNational Accounts Program

If we establish a CorporateNational Accounts (the “National Accounts Program” (~~“Corporate Accounts Program”~~ where”) pursuant to which we engage ~~in a~~into contracts or service agreements with National and Fleet Accounts, we will offer you the opportunity to participate in ~~the~~such program ~~underin accordance with~~ the guidelines ~~and~~ rules ~~that we develop, pricing criteria, and requirements established by Franchisor~~ from time to time ~~and subject to the pricing criteria and requirements that we establish. As~~. With respect to your Designated Territory, you ~~will have an option to refuse~~may elect not to participate in ~~Corporate~~such national Accounts Pprograms, ~~but; however,~~ if you ~~deelect not to participate,~~ you agree that we ~~can~~may service ~~the Corporate~~such Accounts ~~in~~within your Designated Territory or authorize others, including other franchisees, to perform ~~such~~ work ~~for the Corporate Accounts~~. All pricing and fees ~~charged in connection with Corporate~~applicable to National Accounts ~~will~~shall be ~~rated~~established, negotiated, and determined by us. We or our designee ~~are~~shall have not obligat~~ed~~ion to ~~pay~~compensate you for servicing National Account customers that you have elected not to service under our CorporateNational Accounts Program.

Item 13

TRADEMARKS

You may use certain Marks in operating your Center, as we designate. As of the issuance date of this Disclosure Document, the Marks we permit you to use in the United States are as follows:

Principal Marks Registered with the United States Patent and Trademark Office

MARK	REGISTRATION NUMBER	REGISTRATION DATE	INTERNATIONAL CLASS OF GOODS
TINT WORLD®	3,444,106	June 10, 2008 Renewal: July 20, 2017	037
TINT WORLD® and Design 	3,483,594	August 12, 2008 Renewal: August 21, 2018	037
TINT WORLD® and Design 	3,483,593	August 12, 2008 Renewal: August 21, 2018	037
GOT TINT?®	3,935,000	March 22, 2011 Renewal: November 1, 2021	037
LUBE-N-SHINE®	5,232,203	June 27, 2017	037
LIFE'S TOO SHORT TO DRIVE BORING CARS®	98164175	September 5, 2023	1A

As to our principal Marks, there are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state. There are no agreements that limit our rights to use or license the use of the Marks. We have filed all required affidavits to continue these registrations.

We cannot prevent anyone who began using the name “TINT WORLD®” before our use of it from continuing their use of that name in the area of prior use. The name “TINT WORLD®” may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us.

In addition to the United States of America applications listed above, we have filed applications and have registered trademarks with:

International

COUNTRY	DATE FILED	APPL #	REGISTRATION DATE	REGISTRATION NUMBER	INT'L CLASSES
Antigua & Barbuda	12/12/2012	TBA	~~December 13, 2012~~ 12/13/2012	8226	037
Australia	08/26/2011	1445410	05/10/2012	1445410	037
Bahamas	06/27/2012	35,945		PENDING	039
Bahrain	01/18/2010	79755	04/25/2011	79755	037
Barbados	07/27/2012	81/29848	~~March 3, 2017~~ 03/03/2017	81/29848	037
Brazil	08/06/2012	840222190	06/20/2017	840222190	037
Canada	02/19/2007	1,335,932	01/18/2010	757,249	037
China	09/14/2007	6276258	03/28/2010	6276258	037
Dominican Republic	07/30/2012	2012-19093	11/15/2012	199359	037
European Union (CTM)	02/21/2007	005704011	02/08/2008	5704011	037
Grenada	01/10/2013	13/2013	04/29/2013	197	037
Haiti	11/30/2012	TBA	10/01/2013	97189	037
India	01/19/2009	1775583	06/16/2010	1775583	037
Israel	10/24/2021	344802	~~November 3, 2022~~ 11/03/2022	344802	037
Jamaica	06/04/2012	060539	06/04/2013	60,539	037
Jordan	03/14/2010	111523	01/03/2011	111523	037
Kuwait	03/14/2010	110228	04/24/2011	92453	037
Malaysia	08/17/2011	2011014853	08/17/2011	2011014853	037
Mexico	03/22/2007	837794	06/26/2007	989741	037
New Zealand	08/26/2011	848306	02/26/2012	848306	037
Nicaragua	08/23/2013	2013-003331	~~January 20, 2015~~ 02/20/2015	2015107938	037
Oman	01/13/2010	60944	08/15/2010	60944	037
Qatar	03/11/2010	61286	04/02/2012	61286	037
Russia	10/04/2012	2012734494	03/06/2014	508029	037
Saint Kitts & Nevis	12/05/2012	0222/2012	08/30/2018	11222.3746	037
Saint Lucia	12/20/2012	TM/2012/000395	12/20/2012	TM/2012000395	037
Saint Vincent Grenadine	12/06/2012	245/2012	12/06/2012	245/2012	037
Saudi Arabia	01/19/2010	150992	07/12/2011	1267/85	037
South Africa	08/22/2011	2011/20653	05/16/2013	2011/20653	037
Trinidad & Tobago	06/22/2012	45487		PENDING	037
United Arab Emirates	01/26/2012	168451	01/26/2012	168451	037

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary Marks, and to grant licenses or franchises in those systems without providing any rights to you.

The Franchise Agreement grants you the right to use the trademarks and service marks that identify the services and/or products offered by TINT WORLD®. All your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of the Franchise

Agreement. You may not use the Marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem, or logo other than the Marks, as we may designate from time to time. You must prominently display the Marks on such items and in the manner we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must identify yourself as the Owner of your Business by placing your name on all business checks, invoices, receipts, contracts, and other documents that bear any of the Marks, and on all printed materials, your name must be followed by the phrase “Independently Owned and Operated as a franchisee of Tint World LLC” or such other phrase as we from time to time direct. We will have no liability or obligation to you, whatsoever with respect to any required modification or discontinuance of any Mark, or the promotion of a substitute trademark, service mark or trade dress, that is a result of our determination of a risk of conflicting rights with others.

You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us, our counsel, and your counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take the action we deem appropriate (including no action) and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any documents, render the assistance, and do the things advisable in the opinion of our counsel to protect our interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect our interests in the Marks.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service Marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Business signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute TINT WORLD® or service Mark.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any action for trademark infringement arising out of your authorized use of any Mark in compliance with the Franchise Agreement and our written specifications, and, except as otherwise described in this Item, for all costs you reasonably incur in defending any such claim brought against you, as long as you have timely notified us of the claim and you and your owners are in compliance with the Franchise Agreement, all written specifications relating to use of the Marks, and all other agreements entered into with us or any of our affiliates. At our sole discretion, we may prosecute, defend and/or settle any action arising out of your use of any Mark, and if we prosecute, defend and/or settle any such matter, we do not have to indemnify or reimburse you for any fees or disbursements of any legal counsel you retain.

In addition to the registered marks listed above, we assert a common law right to the name “TINT WORLD®” by virtue of our use of the name since 1982 in Florida, and TINT WORLD® Automotive Styling Centers™, which we began using in 2006. We also have additional registered marks that are not licensed to you under the franchise agreement, including several international marks.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise.

We own various copyrights relative to materials used in the System. We claim common law copyright protection and proprietary rights in the knowledge, materials, systems, and procedures of the TINT WORLD® System, although we have not registered these materials with the United States Copyright Office. The System includes the ~~Operations~~Brand Standards Manual (which contains our trade secrets), other written materials, videos, marketing, icon designs, advertising, menus, and promotional materials developed for use in the System; and training materials such as manuals, handouts, knowledge base, electronic training and other visual aids used during training.

We also consider certain information and materials to the development and operation of TINT WORLD® Centers to be our trade secrets and proprietary information (the “Confidential Information”) and you may use these items only as we specify in the Franchise Agreement while operating your Center (and must stop using them if we so direct you). This

Confidential Information includes: (1) technical information and expertise relating to Trade Secrets, Authorized Products and Services and the equipment used with them; (2) site selection criteria for Centers; (3) sales, marketing and advertising programs, techniques and graphic designs for Centers; (4) knowledge of operating results and financial performance of Centers, other than your Center and other Centers that you own; (5) comprehensive methods, formats, specifications, standards, systems, procedures, knowledge, experience and related intellectual property used in developing and operating Centers, including pricing information and inventory mix; and (6) computer software, website and internet programs or similar technology that is proprietary to us or the System. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

We possess certain Confidential Information including the methods, techniques, formats, specifications, procedures, information, systems, and knowledge of and experience in the operation and franchising of TINT WORLD® (the “Confidential Information”). We will disclose relevant parts of the Confidential Information to you during the training programs, seminars and conventions, the Operating Brand Standards Manual and in guidance solely for use in operating your Center during the term of the Franchise Agreement. During the term of your Franchise Agreement and after its expiration or termination: (a) you may not use the Confidential Information in any other business or capacity (such use is unfair method of competition); (b) you must exert your best efforts to maintain the Confidentiality of the Confidential Information; (c) you may not make any unauthorized copies of the Confidential Information; (d) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements with your officers, directors, and managers and the delivery of those agreements to us. Your restrictions on disclosure and use of the Confidential Information do not apply to information or techniques which are or become generally known to the automotive, residential, commercial, and marine window tinting service industry (other than through your own disclosure), provided you obtain our written consent to disclosure or use.

All ideas, concepts, methods, materials, techniques, and products relating to the development, marketing and/or operation of a Center that you conceive or develop, whether or not protectable intellectual property and whether created by or for you or your Owners or employees, must be promptly disclosed to us and it will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item to us and you must take whatever action (including signing assignment or other documents) we request to evidence our ownership and to assist us in securing intellectual property rights in these ideas, concepts, methods, techniques, or products.

You may not use our Confidential Information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with your Key Management Employee and any of your personnel who have received or will have access to confidential information. We may regulate the form of agreement that you use and will be a third-party beneficiary of agreements with independent enforcement rights.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. There are no agreements currently in affect that significantly limit our right to use or authorize you to use the copyrighted materials. We do not know of any infringing uses that could materially affect your use of our copyrighted materials in any state. Except as noted above, we are not required by any agreement to protect or defend copyrights or Confidential Information, although we will do so when this action is in the best interest of our franchise System.

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Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or Operating Partner as defined below) or a manager who has satisfactorily completed our training program must act as the general manager of the Center with responsibility for direct, on-premises supervision of the Center. You (or your managing Owner) are required to devote full time and efforts with the management and supervision of the Center. Your general manager does not need to have an equity interest in the business, but you must inform us as to who will be the Operating Partner. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Center. If you have opened more than one Center under a Multi-Unit Development Agreement, you must employ a general manager for each location, who has satisfactorily completed our training program.

If you are, or at any time during the term, become a business corporation, a limited liability company, partnership, or other legal entity, you must designate an “Operating Partner”. Your Operating Partner must be an individual who (a) owns and controls not less than 10% of your equity and voting rights; (b) has completed our training program to our satisfaction; and (c) has the power and authority to bind you in all dealings with us, unless you designate in writing another Owner reasonably acceptable to us who has the power and authority to bind you. Each shareholder or partner must personally guarantee your obligations under the Franchise Agreement, and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their Ownership Interests. The required Guaranty of Obligations. The Spouse of the Franchisee is not required to sign the Guaranty or spousal consent unless he/she is involved in the business. The required Guaranty of Obligations is attached hereto. (See Section XXIX. of the Franchise Agreement).

You are required to staff the Center at all times with a sufficient number of competent and properly trained employees. You are responsible for hiring all employees of your Center and are exclusively responsible for the terms of their employment, including their compensation and training. You are solely responsible for all employment decisions for your Center, including those related to hiring, firing, remuneration, personal policies, benefits record keeping, supervision and discipline, and regardless whether you received advice from us on these subjects. We do not have any direct or indirect control over your employees.

You are required to obtain an agreement from each of your employees to which you have disclosed our proprietary information in the course of that person’s employment to refrain from competing with either your Center, or any of our other franchised or company or affiliate-owned Centers for a period of five years (or the maximum that is permissible under your local law) after that person is discharged or leaves your employment. We do not have a prescribed form for that obligation.

At least one employee of your Center is required to obtain (within a reasonable time, not to exceed one year after the of the Franchise Effective Date or the Opening Date of the Center, if your Center is new) and maintain certification by Automotive Service Excellence (“ASE”) and Mobil Electronics Certified Professional (“MECP”) (or any successor or similar organization we designate) for each of the areas of service comprising Authorized Products and Services performed at your Center for which certification is provided. In the event of changes in personnel at your Center in functions that require ASE and MECP certification, you will have a reasonable period of time, not to exceed one year, to obtain appropriate certification of any replacement personnel. If in the future ASE or MECP certification is offered on Authorized Products and Services that ~~is~~are not offered as of the Franchise Effective Date, or if in the future you perform Authorized Products and Services for which ASE and MECP certification ~~is~~are offered, you agree to obtain such certification within a reasonable period of time, not to exceed one year.

If you are a partnership, corporation, limited liability company or other legal entity, we require each of your owners, shareholder or partner must sign a personal guarantee agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement. (See Section XXIX. of the Franchise Agreement).

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Center Location may be used solely for operating the Center. You must refrain from using or permitting the Center Location to be used for any other purpose or activity at any time unless you first obtain our written consent. To ensure that you have the highest degree of quality and consistent products and service offerings by all Centers, you must operate the Center in strict conformity with the methods, standards, specifications, operating procedures, and the obligations that are contained in the ~~Operations~~ Brand Standards Manual or otherwise in writing.

Your Center is required to only offer and sell Approved Products and Services, as provided in the ~~Operations~~ Brand Standards Manual. You must offer for sale, and exert your best efforts to aggressively market and sell Approved Products and Services, which currently are automotive window tinting, ~~protective film~~, vehicle wraps, ~~audio and paint protection films~~, mobile electronics, audio and security systems, ~~car and truck accessories~~, wheels and tires, detailing and ceramic coating, ~~maintenance, repair, and installation services~~, and other automotive aftermarket products and services. You are not authorized to offer and sell Mobile Services unless we authorize you to do so and we mutually sign a Mobile Services Addendum. If you sign the Mobile Services Addendum, you will offer residential and commercial window film ~~and protective coating solutions, solar energy reduction film, UV and sun~~, solar control film, ~~safety and security film~~, decorative film, perforated film, custom design ~~window and wall~~ graphics, ~~and the provision of certain protective coating services~~, and other products, ~~maintenance, repair, and installation~~ and services, that we designate from time to time, ~~to be products or services central to the operation of Centers~~.

Your Center is required to offer and sell or otherwise dispense all Proprietary Products specified by us. You must stock, display, promote, serve, and exert your best efforts to aggressively market and sell or otherwise dispense all “Proprietary Products and Services” to maintain consistent offerings by all Centers. The Proprietary Products are “Approved Products” that are ‘Special Items’ manufactured and/or developed by us for use by you. Proprietary Products include products and services using our Registered Trademark(s) and/or Service Mark(s) and meet our specifications. The Proprietary Products developed by us are the only Special Items approved for use by you.

We may add or delete Authorized Products and Services and conditionally approve Authorized Products and Services. The addition of Authorized Products and Services may require you to incur additional costs for equipment, inventory, additional personnel, personal training, and leasehold improvements. There are no limits on our right to do so. Your Center is required to offer courteous and efficient services in accordance with our standards.

Your Center may not, without our approval, offer or sell any products and services that are not Authorized Products and Services. Even if you pay ~~R~~Royalty ~~F~~Fees and NAF contributions on sale of unauthorized products and services, you are not entitled to continue to offer these unauthorized products and services at your Center. Kiosks, refreshments, or other vending machines may not be installed in or at the Center without the express written consent by us and only then in such manner as prescribed by us.

To the fullest extent permissible under applicable law, you must conform to the discount price program and special offers that relate to our advertising and marketing programs we determine from time to time. We reserve the right, to the fullest extent permissible under applicable law, to designate pricing for any product and/or service you offer for sale in connection with the operation of your Center. This pricing commitment is necessary to maintain the marketing concept of TINT WORLD® Centers and does not, in any manner, mandate or attempt to mandate the retail prices you charge customers. You may not enter into any agreement, understanding or arrangement, or engage in any concerted practice, with other TINT WORLD® franchisees or others relating to the prices at which Authorized Products and Services are offered or sold by you or any other TINT WORLD® Center.

We may periodically offer “Test Programs” in order to determine whether to add products and/or services. To be included within a “Test Program”, you must sign an Addendum to the Franchise Agreement and meet certain criteria. We

prohibit the sale of other products and services unless you receive our prior written consent. If you are found to be selling unauthorized services at your Center, then you must account to us for these sales and pay the continuing Royalty ~~F~~ Fees and NAF contributions generated from those sales. The sale of unauthorized products and services at your Center under the name “TINT WORLD®” constitutes trademark infringement and entitles us to, among all other rights and remedies available to us under the Franchise Agreement and applicable law including injunctive relief and monetary damages.

We have established a standardized customer warranty with respect to Authorized Products and Services on terms and conditions which we may, in our sole discretion, modify. You must promptly fulfil all the terms and conditions of all such customer warranties. If you purchase an existing Center, you are responsible for performing warranty work for vehicles serviced by the prior owner.

You may advertise to sell Authorized Products and Services only to customers located within your Designated Territory. Except as noted in this Item 16, we place no restrictions upon your ability to serve customers, provided you do so within your Designated Territory of the Center in accordance with our standards. (see Item 12).

You are required to refer ~~all~~ customers’ inquiries ~~and/or~~ for Products and Services that you do not, cannot perform or are not authorized to conduct to the TINT WORLD® Toll Free Store Locator Phone Number: 1-888-944-8468, or to the Website: www.TintWorld.com.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements in Exhibits A, B, C, D, and E in this disclosure document.

THE FRANCHISE RELATIONSHIP

PROVISION	AGREEMENT	SUMMARY
a. Length of the Franchise Term	Section VII.A. of Franchise Agreement	15 years.
	Section 2.01 of Multi-Unit Development Agreement	
b. Renewal or Extension of the Term	Section VII.B. of Franchise Agreement	15 years’ renewal if you meet certain requirements.
	Section 4.03 of Multi-Unit Development Agreement	
c. Requirements for Franchisee to Renew or Extend	Section VII.B. of Franchise Agreement	Written notice, for you to renew remodel, full compliance, sign the then current form of Franchise Agreement, (which may have materially different terms and conditions), secure approved location, sign release and renovate, if applicable.
	Section 4.03 of Multi-Unit Development Agreement	
d. Termination by Franchisee	Section XXIII.E. of Franchise Agreement	Not ~~Applicable~~ <u>contractual right to terminate, but you may terminate under any grounds permitted by law.</u>
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
e. Termination by Franchisor without cause	No provision in Franchise Agreement	Not Applicable.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
f. Termination by Franchisor with cause	Section XXIII.A. of Franchise Agreement	We can terminate, if you breach a material provision of the Franchise Agreement.
	Sections 3.03, 4.02, 8.01, 8.02 of Multi-Unit Development Agreement	
g. “Cause” defined – non-curable defaults	Sections XXIII.C. of Franchise Agreement	Abandonment of business, surrender of control; misrepresentation or

PROVISION	AGREEMENT	SUMMARY
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	omission in application; felony indictment or conviction; unauthorized assignment; improper assignment upon death or disability; loss of possession of business; unauthorized use of Confidential Information; failure to pay taxes or liens; harassing, intimidating, discriminatory, dishonest or unethical conduct; assignment for benefit of creditors; repeated violations or bankruptcy; although termination upon bankruptcy of your franchise may not be enforceable under federal bankruptcy law (11 U.S.C. §101, et seq.)
h. “Cause” defined – curable defaults	Section XXIII.D. of Franchise Agreement	Violation of health, safety, or sanitation laws upon 72 hours’ notice; 10 days for failure to pay amounts owed; 30 days for all other defaults.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
i. Franchisee’s obligations on Termination/Non-Renewal	Section XXIV. of Franchise Agreement	Cease operating franchised business; cease use of Confidential Information and Marks; deliver property containing the Marks; cancel assumed or similar name registrations; pay outstanding amounts and damages; deliver manuals; assign phone numbers; comply with covenants.
	Sections 8.01, 8.02 of Multi-Unit Development Agreement	
j. Assignment of contract by Franchisor	Section XXII.B. of Franchise Agreement	No restriction on our right to assign.
	Sections 9.01, 9.02 of Multi-Unit Development Agreement	
k. “Transfer” by Franchisee - definition	Section XXII.A. of Franchise Agreement	Includes transfer of the Franchise Agreement, Business Assets by you.
	Sections 9.01, 9.02 of Multi-Unit Development Agreement	
l. Franchisor Approval of Transfer	Section XXII.A. of Franchise Agreement	We have the right to approve all transfers by you.
	Section 9.01, 9.02 of Multi-Unit Development Agreement	
m. Conditions for Franchisor Approval of Transfer	Section XXII.A. of Franchise Agreement	Full compliance; transferee qualifies; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to execute the then-current form of franchise agreement (for a term equivalent to the term remaining on the transferor’s Franchise Agreement) or, at Franchisor’s option, be bound by all terms of Franchise Agreement; you sign and deliver other required documents including a release. 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

PROVISION	AGREEMENT	SUMMARY
	Section 9.01, 9.02 of Multi-Unit Development Agreement	Law.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section XXII.D. of Franchise Agreement No provision in Multi-Unit Development Agreement	We have the right to match any offers, and a right of first refusal.
o. Franchisor's option to purchase Franchisee's business	Section XXIV.F. of Franchise Agreement No provision in Multi-Unit Development Agreement	Purchase for fair market value determined by appraisal if parties are unable to agree.
p. Death or Disability of Franchisee	Section XXII.C. of Franchise Agreement No provision in Multi-Unit Development Agreement	Franchise must be assigned to approve buyer within 6 months.
q. Non-Competition covenants during the term of the Franchise	Section XIX.B. of Franchise Agreement No provision in Multi-Unit Development Agreement	No Involvement in any Competitive Business anywhere. A Competitive Business is any enterprise that offers or sells one or more of the following products or services, through any means of distribution: (i) automotive, residential, commercial and/or marine window tinting, (ii) mobile electronics, (iii) audio visual systems, (iv) security and protective systems, (v) detailing, (vi) reconditioning, (vii) accessories, and/or (viii) other similar maintenance, repair and service installations on such items.
r. Non-Competition covenants after the franchise is terminated or expires.	Section XIX.B. of Automotive Franchise Agreement No provision in Multi-Unit Development Agreement	No interest in competing business for 2 years at the premises or within 20 miles of the premises or within 20 miles of any other Centers in operation or in development as of the date of expiration or termination, as applicable.
s. Modification of the Agreement	Section XXV.J. and XXV.O. of Franchise Agreement Section 12.02 of Multi-Unit Development Agreement	No modification generally but ~~Operations~~ Brand Standards Manuals subject to change, in XXV.J. in XXV.O.
t. Integration/Merger clause	Section XXV.K. of Franchise Agreement No provision in Multi-Unit Development Agreement	Only terms of Franchise Agreement are binding, (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute Resolution by arbitration or mediation	Section XXV.C. of Franchise Agreement	You must bring all disputes before our President and/or Chief Executive Officer prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, with the exception of certain claims, all claims or disputes between you and us must be submitted first to mediation in ~~Broward~~ Palm Beach County, Florida

PROVISION	AGREEMENT	SUMMARY
	Section 10.01 of Multi-Unit Development Agreement	(or, if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, the county where our corporate headquarters is then-located) and if not resolved through mediation, then to arbitration in ~~Broward~~ <u>Palm Beach</u> County, Florida (or if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, then in the county where our headquarters is then located) accordance with the American Arbitration Association's Commercial Mediation Rules then in effect (subject to state law). XXV.P.
v. Choice of forum	Section XXV.G. of Franchise Agreement	Generally, claims not subject to mediation or arbitration must be brought before a court of general jurisdiction in ~~Broward~~ <u>Palm Beach</u> County, Florida (or, if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, the county where our corporate headquarters is then-located) and the jurisdiction and venue of the United States District Court for the Southern District of Florida (or, if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, the District Court for the county in which our corporate headquarters is then-located). You consent to the personal jurisdiction and venue of any court of general jurisdiction in ~~Broward~~ <u>Palm Beach</u> County, Florida (or, if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, the county where our corporate headquarters is then-located) and the jurisdiction and venue of the United States District Court for the Southern District of Florida (or, if our corporate headquarters is no longer in ~~Broward~~ <u>Palm Beach</u> County, Florida, the District Court for the county in which our corporate headquarters is then-located). (subject to state law).
	Section 11.02 of Multi-Unit Development Agreement	
w. Choice of law	Section XXV.G. of Franchise Agreement	Florida laws apply (unless prohibited by laws of state where Business is located). <u>(subject to applicable state law)</u> .
	Section 11.02 of Multi-Unit Development Agreement	

A provision in your franchise agreement that terminates the franchise on your bankruptcy may not be Enforceable under Title 11, United States Code Section 101 *et seq.*

Reinstatements and Extensions

If any termination or expiration of the term of the franchise agreement would violate any applicable law, we may reinstate or extend the term for the purpose of complying with the law.

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. A franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. Applicable state law might require additional disclosures related to the information contained in this Item 17. The Maryland amendments to the agreements appear in Exhibit J.

Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional state disclosures, if any, appear in Exhibit J.

Item 18

PUBLIC FIGURES

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

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Item 19

FINANCIAL PERFORMANCE REPRESENTATION

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.

DEFINITIONS

(a) Administrative Expense – means office supplies; uniforms; licenses and permits; bank fees and service charges; merchant fees; and training fees.

(b) Average – means the sum of all data points in a set, divided by the number of data points in that set.

(c) Calendar Year – means, as to each respective year, the twelve-month period commencing on January 1.

(d) Company Owned Center – means a Center owned either directly or indirectly by us, our affiliate or any person identified in Item 2 of this Disclosure Document that operates a Center. A Company Owned Center also includes any Center that: (i) is operated as a joint venture owned in part by us, our affiliate or any person identified in Item 2 of this Disclosure Document; (ii) is managed by us, our affiliate or any person identified in Item 2.

(e) Cost of Goods Sold – means the cost for products, inventory, and supplies sold to customers and resulting in Gross Sales. Cost of Goods does not include Labor Expense.

(f) EBITDA – means Gross Profit less Operating Expenses as such terms are defined in this Item 19.

(g) Facilities Expense – means rent for a Center; common area maintenance; repairs and maintenance related to equipment and facilities; general liability and garage keepers' insurance; and property taxes.

(h) Franchise Center – means a ~~Tint World~~ TINT WORLD® Center operated under a Franchise Agreement that is not a Company Owned Center.

(i) Gross Profit – means Gross Sales less Cost of Goods Sold and does not include the deduction of any other costs, expenses, or Operating Expenses associated with operations any Center, including, without limitation to, labor costs and Labor Expenses (including payroll and payroll taxes); costs associated with obtaining and maintaining permits and licenses; amounts spent on advertising, marketing and promotion; insurance expenses; telephone, internet and (if applicable) cable costs; credit card processing fees; fees related to software and computer systems; rent; utilities; interest; royalties; taxes; franchise related expenses disclosed in Item 6 of this franchise disclosure document; or other expenses. There will be other costs and expenses not identified in Item 19. You should conduct an independent investigation of the costs and expenses you will incur in operating your Center.

(j) Gross Profit Percent – means and is calculated by dividing Gross Profit by Gross Sales.

(k) Gross Sales – means the total revenue of each Center not including sales tax.

(l) Labor Expense – means direct labor (technician wages, bonuses, overtime, and subcontractor labor) and indirect labor (incentive compensation, hourly wages and bonuses, vacation and holiday expense, payroll taxes, and employee benefits) associated with staffing each Center and attempts to exclude any franchisee owner salary, draw or distribution.

(m) 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 two numbers in the middle, adding them together, and dividing them by two.

(n) NAF Advertising – means ~~is the NAF~~ “National Advertising Fund” contributions paid by franchisees under a Center franchise agreement. The NAF fee is ~~6% of Gross Sales, subject to a \$1,000.00 weekly minimum payment~~ currently equal to the greater of \$1,000.00 per week, or up to six percent (6%) of weekly Gross Revenues. The Mobile Services NAF fee is currently \$500 per week.

(o) Operating Expenses – means the following expenses incurred by a Center: Labor Expenses; Royalty Fees; NAF Advertising Fees; Software Expense; Facility Expense; Utilities; Professional Expense; and Administrative Expense. Excluded from the term Operated Expenses and excluded from the calculation and determination of Operating Expenses are all other expenses not specifically reference in this definition including, but not limited to automobile; business loans; equipment leases; dining and travel; personal business expenses; bad debt expense; donations to charitable organizations; interest; taxes; depreciation; amortization; subscriptions and/or additional advertising expenses beyond what is required under the Franchise Agreement.

(p) Professional Expense – means expenses for bookkeeping, accounting, and payroll administration services.

(q) Royalty – means the Royalty Fee that a Center is required to pay to us under a Center franchise agreement. The Royalty ~~Fee~~ is currently equal to the greater of \$500.00 per week, or 6% of weekly Gross Sales, subject to a \$500.00 weekly minimum payment Revenues of the Business.

(r) Software Expense – means the Software Licenses and Technology Fees for the Franchise Business that includes the TINT WORLD® POS Point of Sale Software, PRO-CUT Film Software, TINT-PRO Mobile Services Software, QuickBooks Online (“QBO”) Accounting, FranConnect HUB, Microsoft Office 365 with two Email Accounts, Zoom Phone Platform, Contact Center Services, and Data Warehousing, and other operational business software.

(s) Utilities – means expenses of a Center for telephone; internet; electricity; gas; water and sewer; trash removal; and security.

BASES AND ASSUMPTIONS

The financial information was not prepared on a basis consistent with generally accepted accounting principles. We do not have any Company Owned Centers. Data for the Franchise Centers is based on financial information reported to us by our franchisees. The ~~information in this analysis has not been audited and is based on historical financial data and is not a forecast or projection of future financial performance.~~ amount of gross sales realized, and expenses incurred will vary from unit to unit. In particular, gross sales and expenses at Franchisee’s TINT WORLD® Center will be directly affected by many additional factors not noted above, including, without limitation, the Center’s geographic location, competition in the market, the presence of other TINT WORLD® Centers, the quality of management, the effectiveness of sales and marketing and the prices charged for products and services sold at the Center.

ANALYSIS OF RESULTS OF FRANCHISE CENTERS

As of December 31, 2024⁵, we had a total of ~~139 Tint World~~ 142 TINT WORLD® Franchise Centers that were open and in operation in the United States. Of these ~~139 Tint World~~ 142 TINT WORLD® Franchise Centers, ~~90~~ 105 Centers were open and in operation in the United States for two or more full Calendar Years (the “~~90~~ 105 Centers”), and ~~19~~ 15 Centers were open and in operation in the United States for one full Calendar Year (the “~~19~~ 15 Centers”). All Centers reported in this Item 19 are authorized to provide Mobile Services. We do not include or report data for ~~Tint World~~ TINT WORLD® Franchise Centers that were not open for the complete 2024⁵ Calendar Year.

There were ~~18 Tint World~~ 11 TINT WORLD® Franchise Centers that are not shown in the charts that commenced operations during calendar year 2024⁵. There were ~~14~~ 11 Franchise Centers that are not shown in the charts that did not operate for the entire calendar year 2024⁵, including Centers that were involved in transfers during calendar year 2024⁵.

and thus the current owners did not operate for the entire calendar year 2024⁵, and Centers for which complete related reporting were not provided to us. ~~One~~^{Seven} franchisee-owned Centers⁵ closed during the year 2024⁵.

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TABLE 1-A

Centers Operating for the Entire 2024⁵ Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Gross Profit, Gross Profit Percent of the Highest, and the Lowest of all operational TINT WORLD® CENTERS open two or more full Calendar Years.

GROSS SALES AND PROFIT OF CENTERS	~~90~~ ¹⁰⁵ CENTERS	GROSS SALES	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
Highest of the ~~90~~ ¹⁰⁵ locations	~~90~~ ¹⁰⁵	\$ ~~2,028,360~~ ^{1,925,471}	\$ ~~396,950~~ ^{319,323}	\$ ~~1,631,410~~ ^{1,606,048}	~~80.43~~ ^{83.41} %
Lowest of the ~~90~~ ¹⁰⁵ locations	~~90~~ ¹⁰⁵	\$ ~~303,874~~ ^{312,524}	\$ ~~48,529~~ ^{44,997}	\$ ~~255,346~~ ^{267,527}	~~84.03~~ ^{85.60} %

Notes to Table No. 1-A:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data reported by franchisees through their Point-of-Sale system and related reporting.

TABLE NO. 1-B

Centers Operating for the Entire 2024⁵ Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Gross Profit, Gross Profit Percent for Average Top 50% of Centers, Average of all Centers, Median of all Centers, and Average Bottom 50% of all operational TINT WORLD® CENTERS open two or more full calendar years.

GROSS SALES AND PROFIT OF CENTERS	~~90~~ ¹⁰⁵ CENTERS	GROSS SALES	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
Average: Top 50% of Centers	~~45~~ ⁵³	\$ ~~1,066,581~~ ^{1,060,773¹}	\$ ~~230,858~~ ^{218,332}	\$ ~~835,723~~ ^{854,143}	~~80.00~~ ^{83.37} %
Average: All Centers	~~90~~ ¹⁰⁵	\$ ~~816,249~~ ^{812,267²}	\$ ~~170,342~~ ^{154,456}	\$ ~~646,148~~ ^{657,810}	~~79.01~~ ^{80.98} %
Median: All Centers	~~90~~ ¹⁰⁵	\$ ~~743,270~~ ^{749,138}	\$ ~~154,554~~ ^{133,144}	\$ ~~588,716~~ ^{616,725}	~~79.77~~ ^{82.32} %
Average: Bottom 50% of Centers	~~45~~ ⁵²	\$ ~~566,391~~ ^{558,982³}	\$ ~~102,825~~ ^{89,352}	\$ ~~463,566~~ ^{457,702}	~~78.50~~ ^{81.88} %

Notes to Table No. 1-B:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data reported by franchisees through their Point-of-Sale system and related reporting.

¹⁻¹ Average: Top 50% of Centers – Of the ~~45~~⁵³ Centers comprising the top 50% of all ~~90~~¹⁰⁵ Centers open for two or more full calendar years, ~~16~~¹⁹ (~~35.56~~^{35.85}%) Centers were above the Average and ~~29~~³⁴ (~~64.44~~^{64.15}%) were below the Average.

²⁻² Average: All Centers – Of all the ~~90~~¹⁰⁵ Centers open for two or more full calendar years, ~~39~~⁴⁵ (~~43.33~~^{42.86}%) Centers were above the Average and ~~51~~⁶⁰ (~~56.67~~^{57.14}%) were below the Average.

³⁻³ Average: Bottom 50% of Centers – Of the ~~45~~⁵² Centers comprising the bottom 50% of all ~~90~~¹⁰⁵ Centers open for two or more full calendar years, ~~22~~²⁷ (~~48.89~~^{51.92}%) Centers were above the Average and ~~23~~²⁵ (~~51.11~~^{48.08}%) were below the Average.

below the Average.

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TABLE NO. 1-C

Centers Operating for the Entire 2024⁵ Calendar Year.

The following Table provides Highest Gross Sales, Average Gross Sales, Median Gross Sales, Lowest Gross Sales of the Top 50% of Centers, and the Bottom 50% of Centers, of all operational TINT WORLD® CENTERS open two or more full calendar years.

GROSS SALES ANALYSIS OF CENTERS	~~105~~ ~~90~~ CENTERS	LOWEST GROSS SALES	MEDIAN GROSS SALES	AVERAGE GROSS SALES	HIGHEST GROSS SALES
Top 50% Centers	~~45~~ ⁵³	~~\$746,162~~ ^{749,138}	~~\$1,009,081~~ ^{1,002,042}	~~\$1,066,581~~ ^{1,060,773¹}	~~\$2,028,360~~ ^{1,925,471}
Bottom 50% Centers	~~45~~ ⁵²	~~\$303,874~~ ^{312,524}	~~\$564,800~~ ^{568,961}	~~\$566,391~~ ^{558,982²}	~~\$740,348~~ ^{741,292}

Notes to Table No. 1-~~BC~~:

The average Gross Sales for the top 50% of Centers open a minimum of two calendar years is ~~\$1,066,581~~^{1,060,773} with ~~\$230,858~~^{218,332} Cost of Goods Sold, and ~~\$853,238~~^{854,143} Gross Profit.

The average Gross Sales for the bottom 50% of Centers open a minimum of two calendar years is ~~\$566,391~~^{558,942} with ~~\$102,825~~^{89,352} Cost of Goods Sold, and ~~\$444,612~~^{457,702} Gross Profit.

¹~~1~~⁵³Average: Top 50% of Centers – Of the ~~45~~⁵³ Centers comprising the top 50% of all ~~90~~¹⁰⁵ Centers open for two or more full calendar years, ~~16~~¹⁹ (~~35.56%~~^{35.85%}) Centers were above the Average and ~~29~~³⁴ (~~64.44%~~^{64.15%}) were below the Average.

²~~2~~⁵²Average: Bottom 50% of Centers – Of the ~~45~~⁵² Centers comprising the bottom 50% of all ~~90~~¹⁰⁵ Centers open for two or more full calendar years, ~~22~~²⁷ (~~48.89%~~^{51.92%}) Centers were above the Average and ~~23~~²⁵ (~~51.11%~~^{48.08%}) were below the Average.

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GROSS SALES 5 YEAR- GROWTH OF CENTERS	2020 52 CENTERS	2021 60 CENTERS	2022 67 CENTERS	2023 77 CENTERS	2024 90 CENTERS
Average: Top 50% of Centers ¹	-\$1,048,493	\$1,199,163	\$1,223,591	\$1,128,850	\$1,066,581
Average: All Centers ²	\$759,478	\$895,571	\$883,270	\$847,268	\$816,490
Median: All Centers	\$615,355	\$713,451	\$704,447	\$750,624	\$743,270
Average: Bottom 50% of Centers ³	\$470,463	\$591,979	\$548,367	\$568,231	\$566,391

Notes to Table No. 1-D:

¹Average: Top 50% of Centers—For the 2020 Calendar Year, as to the top 50% of the 52 Centers open for two or more full calendar years, 8 (30.77%) Centers were above the Average and 18 (69.23%) were below the Average. For the 2021 Calendar Year, as to the top 50% of the 60 Centers open for two or more full calendar years, 10 (33.33%) Centers were above the Average and 20 (66.67%) were below the Average. For the 2022 Calendar Year, as to the top 50% of the 67 Centers open for two or more full calendar years, 12 (36.36%) Centers were above the Average and 21 (62.63%) were below the Average. For the 2023 Calendar Year, as to the top 50% of the 77 Centers open for two or more full calendar years, 12 (31.58%) Centers were above the Average and 26 (68.42%) were below the Average. For the 2024 Calendar Year, as to the top 50% of the 90 Centers open for two or more full calendar years, 16 (35.56%) Centers were above the Average and 29 (64.44%) were below the Average.

²Average: All Centers—As to the 2020 Calendar Year, of all the 52 Centers open for two or more full calendar years, 16 (30.77%) Centers were above the Average and 36 (69.23%) were below the Average. As to the 2021 Calendar Year, of all the 60 Centers open for two or more full calendar years, 19 (31.67%) Centers were above the Average and 41 (68.33%) were below the Average. As to the 2022 Calendar Year, of all the 67 Centers open for two or more full calendar years, 24 (35.82%) Centers were above the Average and 43 (64.18%) were below the Average. As to the 2023 Calendar Year, of all the 77 Centers open for two or more full calendar years, 29 (37.66%) Centers were above the Average and 48 (62.34%) were below the Average. As to the 2024 Calendar Year, of all the 90 Centers open for two or more full calendar years, 39 (43.33%) Centers were above the Average and 51 (56.67%) were below the Average.

³Average: Bottom 50% of Centers—For the 2020 Calendar Year, as to the bottom 50% of the 52 Centers open for two or more full calendar years, 13 (50%) Centers were above the Average and 13 (50%) were below the Average. For the 2021 Calendar Year, as to the bottom 50% of the 60 Centers open for two or more full calendar years, 17 (56.67%) Centers were above the Average and 13 (43.33%) were below the Average. For the 2022 Calendar Year, as to the

bottom 50% of the 67 Centers open for two or more full calendar years, 18 (54.55%) Centers were above the Average and 15 (45.55%) were below the Average. For the 2023 Calendar Year, as to the bottom 50% of the 77 Centers open for two or more full calendar years, 20 (52.63%) Centers were above the Average and 18 (47.37%) were below the Average. For the 2024 Calendar Year, as to the bottom 50% of the 90 Centers open for two or more full calendar years, 22 (48.89%) Centers were above the Average and 23 (51.11%) were below the Average.

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TABLE NO. 1-E

Centers Operating for the Entire 2024 Calendar Year.

The following Table provides Gross Sales, Cost of Goods Sold, Expenses and Percentage Gross Sales, Gross Profit, EBITDA Gross Profit, of all operational TINT WORLD® CENTERS open two or more full calendar years.

2024 ~~5~~ YEAR-END P&L FOR 90 ~~105~~ TINT WORLD® CENTERS REPORTING								
AVERAGE MEDIAN BOTTOM 50% TOP 50%								
90 CENTERS	AVERAGE	% OF SALES	MEDIAN	% OF SALES	BOTTOM 50%	% OF SALES	TOP 50%	% OF SALES
GROSS SALES	\$ ~~816,490~~ 812,267	100%	\$743,270 ~~74~~ 9,138	100%	\$566,391 ~~5~~ 58,982	100%	\$1,066,581 ~~1~~ 060,773	100%
COGS EXPENSE								
COST OF GOODS	\$170,342 ~~15~~ 4,456	~~21~~ 19%	\$154,554 ~~1~~ 3,144	~~21~~ 18%	\$102,825 ~~89~~ 352	~~18~~ 16%	\$230,858 ~~21~~ 9,970	~~22~~ 21%
GROSS PROFIT	\$646,148 ~~65~~ 7,810	~~79~~ 81%	\$588,716 ~~6~~ 5,994	~~79~~ 82%	\$463,566 ~~46~~ 9,629	~~82~~ 84%	\$835,723 ~~84~~ 6,795	~~78~~ 79%
OPERATING EXPENSES*								
ROYALTY	\$48,989 ~~—~~ 49,640	6%	\$44,596 ~~47~~ 805	6%	\$33,983 ~~32~~ 846	6%	\$63,991 ~~5~~	6%
NAF ADVERTISING	\$52,000 ~~64,095~~	~~68~~ %	\$52,000 ~~63~~ 061	~~78~~ %	\$52,000 ~~56~~ 377	~~91~~ 10%	\$52,000 ~~70~~ 654	~~57~~ %
SOFTWARE	\$11,388	1%	\$11,388	2%	\$11,388	2%	\$11,388	1%
ACCOUNTING	\$7,068	1%	\$7,068	1%	\$7,068	1%	\$7,068	1%
FACILITY EXPENSE	\$86,873 ~~95,482~~	~~11~~ 12%	\$86,873 ~~91~~ 933	12%	\$86,873 ~~80~~ 418	~~15~~ 14%	\$86,873 ~~108~~ 285	~~81~~ 10%
UTILITIES	\$15,519 ~~12,284~~	2%	\$15,519 ~~11~~ 940	2%	\$15,519 ~~13~~ 979	~~32~~ %	\$15,519 ~~13~~ 979	1%
ADMINISTRATIVE	\$15,603 ~~43,763~~	~~25~~ %	\$14,621 ~~40~~ 198	~~25~~ %	\$12,269 ~~36~~ 839	~~27~~ %	\$18,921 ~~49~~ 648	~~25~~ %
LABOR	\$200,182 ~~22~~ 1,961	~~25~~ 27%	\$163,519 ~~1~~ 92,130	~~25~~ 26%	\$124,606 ~~15~~ 7,492	~~25~~ 28%	\$223,982 ~~27~~ 6,761	~~24~~ 26%
EBITDA	\$208,526 ~~17~~ 0,585	~~26~~ 21%	\$174,421 ~~1~~ 68,927	23%	\$105,602 ~~94~~ 206	~~19~~ 17%	\$318,463 ~~21~~ 4,539	~~30~~ 25%

Notes to Table No. 1-D:

*Operating Expenses are based on 80~~74~~ of the 90~~105~~ franchisee-centers that provided 2024~~5~~ QuickBooks unaudited financial statements. Actual expenses will vary depending on location, lease terms, wage rates, and operational practices. Other Expenses that are excluded include but not limited to automobile; business loans; dining and travel; personal business; bonuses; bad debt; and charitable donations; ~~and additional advertising expenses beyond what is required under the Franchise Agreement~~. This figure is not actual net earnings.

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TABLE NO. 2-A

Centers Operating for the Entire 2024⁵ Calendar Year.

The following Table provides Annual Gross Sales, Cost of Goods Sold, Gross Operating Profit, and Gross Profit Percent of the High, Average, Median, Low for all operational TINT WORLD® CENTERS open for one full calendar year.

~~19~~ ¹⁴ CENTERS	GROSS SALES OF CENTERS	COST OF GOODS SOLD	GROSS PROFIT	GROSS PROFIT PERCENT
High of the ~~19~~ ¹⁵ locations	~~\$886,606~~ ⁹⁵ 5,388	~~\$228,124~~ ¹¹ 5,889	~~\$658,483~~ ⁸³ 9,499	~~74.27~~ ^{87.87} %
Average of the ~~19~~ ¹⁵ locations	~~\$566,446~~ ⁺ 616,417	~~\$129,016~~ ¹⁰ 6,509	~~\$437,430~~ 509,908	~~77.22~~ ^{82.72} %
Median of the ~~19~~ ¹⁵ locations	~~\$565,257~~ ⁶¹ 5,676	~~\$117,899~~ ⁹⁵ 198	~~\$429,136~~ ⁵⁰ 0,734	~~75.92~~ ^{81.33} %
Low of the ~~19~~ ¹⁵ locations	~~\$322,520~~ ⁴³ 8,746	~~\$75,147~~ ⁷⁴ 16	~~\$247,374~~ ³⁶ 4,630	~~76.70~~ ^{83.11} %

Notes to Table No. 2-A:

Gross Sales, Cost of Goods, Gross Profit, and Gross Profit % figures presented are based on unaudited data submitted by franchisees from their Point-of-Sale system and related reporting.

⁺¹Average: Of all ~~19~~¹⁵ Centers open for one full calendar year, 9 (~~47.36~~^{64.29}%) Centers were above the Average and ~~10~~⁵ (~~52.64~~^{35.71}%) were below the Average.

TABLE NO. 2-B

Centers Operating for the Entire 2024⁵ Calendar Year.

The following Table provides Highest Gross Sales, Average Gross Sales, Median Gross Sales, Lowest Gross Sales of the Top 50% of Centers, and the Bottom 50% of Centers, of all operational TINT WORLD® CENTERS open for one full calendar year.

GROSS SALES ANALYSIS OF CENTERS	~~19~~ ¹⁵ CENTERS	LOWEST GROSS SALES	MEDIAN GROSS SALES	AVERAGE GROSS SALES	HIGHEST GROSS SALES
Top 50% of Centers	~~98~~ ⁹⁸	~~\$569,449~~ ^{615,676}	~~\$665,531~~ ^{675,931}	~~\$685,635~~ ^{707,184}	~~\$886,606~~ ^{955,388}
Bottom 50% of Centers	~~97~~ ⁹⁷	~~\$322,520~~ ^{438,7}	~~\$466,458~~ ^{524,1}	~~\$447,389~~ ^{512,6}	~~\$548,256~~ ^{609,7}

GROSS SALES ANALYSIS OF CENTERS	~~19~~ <u>15</u> CENTERS	LOWEST GROSS SALES	MEDIAN GROSS SALES	AVERAGE GROSS SALES	HIGHEST GROSS SALES
		<u>46</u>	<u>07</u>	<u>84</u>	<u>11</u>
Notes to Table No. 2-B:					
The average Gross Sales for the top 50% of Centers open a minimum of one calendar year is \$ ~~685,605~~ <u>707,184</u> with \$ ~~162,475~~ <u>129,621</u> Cost of Goods Sold, and \$ ~~523,160~~ <u>583,351</u> Gross Profit.					
The average Gross Sales for the bottom 50% of Centers open a minimum of one calendar year is \$ ~~447,389~~ <u>512,684</u> with \$ ~~96,791~~ <u>80,095</u> Cost of Goods Sold, and \$ ~~341,291~~ <u>425,973</u> Gross Profit.					

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

~~The amount of gross sales realized, and expenses incurred will vary from unit to unit. In particular, gross sales and expenses at Franchisee's TINT WORLD® Center will be directly affected by many additional factors not noted above, including, without limitation, the Center's geographic location, competition in the market, the presence of other TINT WORLD® Centers, the quality of management, the effectiveness of sales and marketing and the prices charged for products and services sold at the Center.~~

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

Other than the preceding financial performance representations, Tint World, LLC does not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Charles J. Bonfiglio, CEO, 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 or by calling (561) 353-1050, or the Federal Trade Commission, and the appropriate state regulatory agencies.

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Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
USA SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 20223 TO 20245

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net change
Franchised (U.S.)	202 <u>23</u>	~~84~~ <u>101</u>	~~101~~ <u>124</u>	~~+17~~ <u>+23</u>
	202 <u>34</u>	~~101~~ <u>124</u>	~~126~~ <u>138</u>	~~+25~~ <u>+14</u>
	202 <u>45</u>	~~126~~ <u>138</u>	~~140~~ <u>2</u>	~~+14~~ <u>+3</u>
Company (U.S.)	202 <u>23</u>	0	0	0
	202 <u>34</u>	0	0	0
	202 <u>45</u>	0	0	0
Total (U.S.)	202 <u>23</u>	~~84~~ <u>101</u>	~~101~~ <u>124</u>	~~+17~~ <u>+23</u>
	202 <u>34</u>	~~101~~ <u>124</u>	~~126~~ <u>138</u>	~~+25~~ <u>+14</u>
	202 <u>45</u>	~~126~~ <u>138</u>	~~139~~ <u>142</u>	~~+13~~ <u>+4</u>

CANADA AND INTERNATIONAL SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 20223 TO 20245

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net change
	202 <u>23</u>	<u>46</u>	<u>65</u>	<u>+2</u> <u>-1</u>

Franchised (Canada)	202 ~~3~~ <u>4</u>	~~6~~ <u>5</u>	5	~~+1~~ <u>0</u>
	202 ~~4~~ <u>5</u>	5	5	0
Company (Canada)	202 ~~2~~ <u>3</u>	0	0	0
	202 ~~3~~ <u>4</u>	0	0	0
	202 ~~4~~ <u>5</u>	0	0	0
Franchised (UAE / Saudi Arabia)	202 ~~2~~ <u>3</u>	2	2	0
	202 ~~3~~ <u>4</u>	2	2	0
	202 ~~4~~ <u>5</u>	2	2	0
Company (UAE / Saudi Arabia)	202 ~~2~~ <u>3</u>	0	0	0
	202 ~~3~~ <u>4</u>	0	0	0
	202 ~~4~~ <u>5</u>	0	0	0
Total (Canada / International)	202 ~~2~~ <u>3</u>	~~6~~ <u>8</u>	~~8~~ <u>7</u>	~~+2~~ <u>-1</u>
	202 ~~3~~ <u>4</u>	~~8~~ <u>7</u>	7	~~+1~~ <u>0</u>
	202 ~~4~~ <u>5</u>	7	7	0

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 202~~3~~3 TO 202~~4~~5

State	Year	Number of Transfers
~~Alabama~~	~~2022~~	~~0~~
<u>Alabama</u>	2023	1
	2024	1
~~Alaska~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
<u>Arizona</u>	2023	0
	~~2024~~	~~0~~
~~Arizona~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	2024	2
	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
~~Arkansas~~	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~California~~	~~2022~~	~~0~~
<u>California</u>	2023	3
	2024	1
~~Colorado~~	202 ~~2~~ <u>5</u>	~~0~~ <u>3</u>
<u>Colorado</u>	2023	1
	2024	1
~~Connecticut~~	202 ~~2~~ <u>5</u>	0
<u>Connecticut</u>	2023	0
	2024	1
~~Delaware~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
<u>Delaware</u>	2023	1
	2024	0
~~Florida~~	202 ~~2~~ <u>5</u>	0
<u>Florida</u>	2023	3
	2024	2

State	Year	Number of Transfers
~~Georgia~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
<u>Georgia</u>	2023	0
	2024	1
~~Hawaii~~	202 ~~2~~ <u>5</u>	0
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Idaho~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Illinois~~	~~2022~~	~~0~~
<u>Illinois</u>	2023	1
	2024	1
~~Indiana~~	202 ~~2~~ <u>5</u>	0
<u>Indiana</u>	2023	0
	2024	2
~~Iowa~~	~~2022~~	~~1~~
	202 ~~3~~ <u>5</u>	0
	~~2024~~	~~0~~
~~Kansas~~	~~2022~~	~~0~~
<u>Kentucky</u>	2023	0
	~~2024~~	~~0~~
~~Kentucky~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	2024	0
~~Louisiana~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>
<u>Maryland</u>	2023	0
	~~2024~~	~~0~~
~~Maine~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Maryland~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	2024	1
~~Massachusetts~~	202 ~~2~~ <u>5</u>	0
<u>Missouri</u>	2023	0
	~~2024~~	~~0~~
~~Michigan~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Minnesota~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Mississippi~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~

State	Year	Number of Transfers
Missouri	2022	0
	2023	0
	2024	0
Montana	2022 ~~5~~	0 ~~1~~
New Jersey	2023	0
	2024	0
Nebraska	2022	0
	2023	0
	2024	0
Nevada	2022	0
	2023	0
	2024	0
New Hampshire	2022	0
	2023	0
	2024	0
New Jersey	2022	0
	2023	0
	2024	2
New Mexico	2022 ~~5~~	0 ~~1~~
	2023	0
	2024	0
New York	2022 ~~3~~	0 ~~1~~
	2023	1
	2024	0
North Carolina	2022 ~~5~~	1 ~~2~~
North Carolina	2023	4
	2024	2
North Dakota	2022 ~~5~~	0 ~~4~~
	2023	0
	2024	0
Ohio	2022	0
Oklahoma	2023	0
	2024	0
Oklahoma	2022	0
	2023	0
	2024	0
Oregon	2022 ~~5~~	0 ~~1~~
Pennsylvania	2023	0
	2024	0
Pennsylvania	2022	0
	2023	0
	2024	0
	2025	1
Rhode Island	2022	0

State	Year	Number of Transfers
<u>Tennessee</u>	2023	0
	~~2024~~	~~0~~
~~South Carolina~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~South Dakota~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Tennessee~~	~~2022~~	~~1~~
	~~2023~~	~~0~~
	2024	1
~~Texas~~	~~2023~~	~~13~~
	2024	3
<u>Texas</u>	2023	4
	2024	3
~~Utah~~	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Vermont~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Virginia~~	~~2022~~	~~1~~
<u>Virginia</u>	2023	1
	2024	0
~~Washington~~	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~West Virginia~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Wisconsin~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Wyoming~~	~~2022~~	~~0~~
	~~2023~~	~~0~~
	~~2024~~	~~0~~
Total (U.S.)	~~2023~~	~~520~~
	~~2024~~	~~2021~~
	~~2025~~	~~2124~~

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
~~Alabama~~	~~2022~~	~~1~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2023	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Alabama	2024	2	1	0	0	0	0	3
~~Alaska~~	~~2025~~	~~0~~ <u>3</u>	0	0	0	0	~~0~~ <u>1</u>	~~0~~ <u>2</u>
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Arizona~~	~~2022~~	~~1~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2023	2	0	0	0	0	0	2
Arizona	2024	2	1	0	0	0	0	3
	~~2025~~	~~0~~ <u>3</u>	0	0	0	0	~~0~~ <u>1</u>	~~0~~ <u>2</u>
~~Arkansas~~	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2025~~	~~0~~ <u>3</u>	0	0	0	0	~~0~~ <u>1</u>	~~0~~ <u>2</u>
~~California~~	~~2022~~	~~6~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~7~~
California	2023	7	2	0	0	0	1	8
	2024	8	2	0	0	0	0	10
~~Colorado~~	~~2025~~	~~2~~ <u>10</u>	~~1~~ <u>2</u>	0	0	0	0	~~3~~ <u>12</u>
Colorado	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
~~Connecticut~~	~~2025~~	~~0~~ <u>4</u>	~~1~~ <u>0</u>	0	0	0	~~0~~ <u>1</u>	~~1~~ <u>3</u>
Connecticut	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
~~Delaware~~	~~2025~~	~~1~~ <u>3</u>	0	0	0	0	0	~~1~~ <u>3</u>
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Florida~~	~~2025~~	~~1~~ <u>5</u> <u>1</u>	~~3~~ <u>0</u>	0	0	0	0	~~4~~ <u>8</u> <u>1</u>
Florida	2023	18	3	0	0	0	0	21
	2024	21	1	0	0	0	0	22
~~Georgia~~	~~2025~~	~~6~~ <u>2</u> <u>2</u>	~~2~~ <u>1</u>	0	0	0	0	~~8~~ <u>2</u> <u>3</u>
Georgia	~~2023~~ <u>2</u>	8	1	0	0	0	0	9
	~~2024~~ <u>3</u>	9	1	0	0	0	0	10
~~Hawaii~~	~~2025~~	~~0~~ <u>1</u> <u>0</u>	0	0	0	0	0	~~0~~ <u>1</u> <u>0</u>
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
Idaho	~~2023~~ <u>3</u>	1	0	0	0	0	0	1
	~~2024~~ <u>4</u>	1	0	0	0	0	0	1
	~~2025~~ <u>5</u>	1	0	0	0	0	0	1
~~Illinois~~	~~2022~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
Illinois	~~2023~~ <u>2</u>	3	1	0	0	0	0	4
	~~2024~~ <u>3</u>	4	0	0	0	0	1	3
~~Indiana~~	~~2025~~	~~0~~ <u>3</u>	0	0	0	0	0	~~0~~ <u>3</u>
Indiana	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Iowa~~	~~2025~~	1	~~0~~ <u>1</u>	0	0	0	0	~~1~~ <u>2</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Kansas~~	~~2022~~ <u>25</u>	1	0	0	0	0	0	1
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Kentucky~~	~~2022~~ <u>25</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	0	0	0	~~0~~ <u>1</u>	~~1~~ <u>0</u>
Kentucky	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Louisiana~~	~~2022~~ <u>25</u>	2	0	0	0	0	0	2
Louisiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Maine~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Maryland~~	~~2022~~ <u>25</u>	2	0	0	0	0	0	2
Maryland	2023	2	0	1	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Massachusetts~~	~~2022~~ <u>25</u>	~~0~~ <u>1</u>	0	0	0	0	0	~~0~~ <u>1</u>
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Michigan~~	~~2022~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
Michigan	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Minnesota~~	~~2022~~ <u>25</u>	1	0	0	0	0	0	1
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Mississippi~~	~~2022~~ <u>25</u>	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Missouri~~	~~2022~~ <u>25</u>	~~0~~ <u>1</u>	0	0	0	0	0	~~0~~ <u>1</u>
Missouri	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Montana~~	~~2022~~ <u>25</u>	~~0~~ <u>1</u>	0	0	0	0	0	~~0~~ <u>1</u>
Nevada	2023	0	~~0~~ <u>1</u>	0	0	0	0	~~0~~ <u>1</u>
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Nebraska~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Nevada~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2023~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
	2024	1	0	0	0	0	0	1
	~~2022~~ <u>25</u>	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
~~New Hampshire~~								
<u>New Hampshire</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~New Jersey~~	202 ~~2~~ <u>5</u>	1	0	0	0	0	0	1
<u>New Jersey</u>	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~New Mexico~~	202 ~~2~~ <u>5</u>	~~0~~ <u>3</u>	~~0~~ <u>1</u>	0	0	0	0	~~0~~ <u>4</u>
<u>New Mexico</u>	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
~~New York~~	202 ~~2~~ <u>5</u>	~~4~~ <u>0</u>	1	0	0	0	~~1~~ <u>0</u>	~~4~~ <u>1</u>
<u>New York</u>	2023	4	0	0	0	0	0	4
	2024	4	~~0~~ <u>1</u>	0	0	0	0	5
~~North-Carolina~~	202 ~~2~~ <u>5</u>	~~6~~ <u>5</u>	0	~~0~~ <u>1</u>	0	0	0	~~6~~ <u>4</u>
<u>North Carolina</u>	2023	6	3	0	0	0	0	9
	~~2024~~	~~9~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~8~~
~~North Dakota~~	202 ~~2~~ <u>4</u>	~~0~~ <u>9</u>	0	0	0	0	~~0~~ <u>1</u>	~~0~~ <u>8</u>
	202 ~~3~~ <u>5</u>	~~0~~ <u>8</u>	~~0~~ <u>1</u>	0	0	0	0	~~0~~ <u>9</u>
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Ohio~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
<u>Ohio</u>	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
~~Oklahoma~~	202 ~~2~~ <u>5</u>	~~0~~ <u>2</u>	~~0~~ <u>1</u>	0	0	0	0	~~0~~ <u>3</u>
<u>Oklahoma</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
~~Oregon~~	202 ~~2~~ <u>5</u>	~~0~~ <u>1</u>	0	0	0	0	0	~~0~~ <u>1</u>
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
~~Pennsylvania~~	~~2022~~	~~1~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
<u>Pennsylvania</u>	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Rhode Island~~	202 ~~2~~ <u>5</u>	~~0~~ <u>3</u>	0	0	0	0	0	~~0~~ <u>3</u>
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2024~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
South Carolina	202 ~~2~~ <u>3</u>	2	0	0	0	0	0	2
	202 ~~3~~ <u>4</u>	2	0	0	0	0	0	2
	202 ~~4~~ <u>5</u>	2	0	0	0	0	0	2
~~South Dakota~~	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2023~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
	2024	0	0	0	0	0	0	0
Tennessee	2022	4	1	0	0	0	0	5
Tennessee	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
Texas	2022	176	30	0	0	0	1	195
Texas	2023	19	5	0	0	0	0	24
	2024	24	1	0	0	0	0	25
Utah	2022	0	13	0	0	0	0	128
		25						
Utah	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Vermont	2022	02	0	0	0	0	0	02
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Virginia	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Washington	2022	0	0	0	0	0	0	0
Washington	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
West Virginia	2022	02	0	0	0	0	0	02
Wisconsin	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Wisconsin	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Wyoming	2022	02	0	0	0	0	01	01
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total (U.S.)	2022	84101	1825	1	0	0	1	101124
	2023	101124	2616	10	0	0	12	126138

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2024 ~~5~~	~~12~~ ~~6~~ ~~38~~	~~15~~ ~~11~~	1	0	0	~~16~~	~~139~~ ~~142~~

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TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 202~~23~~ TO 2024~~5~~

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
~~Alabama~~ ~~Wyoming~~ ~~Inclusive~~ ~~No~~ ~~ne~~	202 ~~23~~	0	0	0	0	0	0
	202 ~~34~~	0	0	0	0	0	0
	2024 ~~5~~	0	0	0	0	0	0
Total	202 ~~23~~	0	0	0	0	0	0
	202 ~~34~~	0	0	0	0	0	0
	2024 ~~5~~	0	0	0	0	0	0

TABLE NO. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2024~~5~~

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2024 ~~6~~	Projected New Company Owned Outlets in the Current Fiscal Year 2024 ~~6~~
~~Alabama~~ ~~Arizo~~ ~~na~~	~~0~~ ~~2~~	~~0~~ ~~2~~	0
~~Alaska~~	~~0~~	~~0~~	~~0~~
~~Arizona~~	~~0~~	~~1~~	~~0~~
~~Arkansas~~	~~0~~	~~0~~	~~0~~
California	~~9~~ ~~6~~	4	0
~~Colorado~~	~~0~~	~~0~~	~~0~~
~~Connecticut~~	~~0~~	~~0~~	~~0~~
~~Delaware~~	~~0~~	~~0~~	~~0~~
Florida	~~9~~ ~~8~~	5	1
Georgia	4	3	0
~~Hawaii~~	~~0~~	~~0~~	~~0~~
~~Idaho~~	~~0~~	~~0~~	~~0~~
Illinois	1	1	0
Indiana	3	2	0
Iowa	0	1	0
Kansas	0	~~0~~ ~~1~~	0
Kentucky	~~2~~ ~~1~~	1	0
~~Louisiana~~	~~0~~	~~0~~	~~0~~
~~Maine~~	~~0~~	~~0~~	~~0~~
Maryland	1	1	0
Massachusetts	~~4~~ ~~0~~	1	0
Michigan	0	1	0
Minnesota	~~0~~ ~~1~~	~~0~~ ~~1~~	0
Mississippi	0	~~0~~ ~~1~~	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year 2024 ~~6~~	Projected New Company Owned Outlets in the Current Fiscal Year 2024 ~~6~~
Missouri	2	1	0
~~Montana~~	~~0~~	~~0~~	~~0~~
~~Nebraska~~	~~0~~	~~0~~	~~0~~
Nevada	~~0~~ 2	2	0
~~New-Hampshire~~	~~0~~	~~0~~	~~0~~
New Jersey	7	3	0
New Mexico	~~1~~ 0	1	0
New York	~~1~~ 2	~~1~~ 3	0
North Carolina	~~7~~ 0	2	0
~~North Dakota~~	~~0~~	~~0~~	~~0~~
Ohio	2	~~2~~ 1	0
Oklahoma	0	~~0~~ 1	0
~~Oregon~~	~~0~~	~~0~~	~~0~~
Pennsylvania	0	~~0~~ 1	0
~~Rhode Island~~	~~0~~	~~0~~	~~0~~
South Carolina	0	~~0~~ 1	0
~~South Dakota~~	~~0~~	~~0~~	~~0~~
Tennessee	30	2	0
Texas	~~8~~ 13	5	0
~~Utah~~ Virginia	0	~~0~~ 1	0
~~Vermont~~	~~0~~	~~0~~	~~0~~
~~Virginia~~	~~2~~	~~2~~	~~0~~
Washington	1	1	0
~~West Virginia~~	~~0~~	~~0~~	~~0~~
Wisconsin	~~1~~ 0	1	0
~~Wyoming~~	~~0~~	~~0~~	~~0~~
Total	~~68~~ 56	~~44~~ 52	1

Exhibit I-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Centers as of December 31st, 2024~~5~~. Exhibit I-2 lists the franchisees who have signed Franchise Agreements for Centers which were not yet operational as of December 31st, 2024~~5~~. Exhibit I-3 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who 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 has not communicated with us within 10 weeks of the issuance date of this disclosure document. Exhibit I-4 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who have self-terminated un-opened licenses, or otherwise voluntarily or involuntarily cancelled the Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.**

During the last three fiscal years, we have signed confidentiality clauses with current and former franchisees which would restrict them from speaking openly with you about their experience with us.

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Item 21

FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements for the fiscal years ending December 31, 202~~2~~³, December 31, 202~~3~~⁴, and December 31, 202~~4~~⁵.

Item 22

CONTRACTS

The following agreements are exhibits:

Exhibit B	Franchise Agreement
Exhibit C	Multi-Unit Development Agreement
Exhibit D	Lease Agreement Addendum
Exhibit E- <u>1</u>	Sales Agreement Addendum
<u>Exhibit E-2</u>	<u>Resale Assistance Agreement</u>
Exhibit F	~~Renewal-Resale-Termination-Mutual~~ <u>Renewal/Resale</u> Release Agreement
Exhibit J	State Addenda
Exhibit L	State Effective Dates

Item 23

RECEIPTS

Exhibit M contains a detachable document acknowledging your receipt of this disclosure document. Please sign it, date it as of the date you receive the disclosure document and return it to us. Exhibit K contains a detachable fully refundable deposit receipt to move forward with purchasing a franchise(s). Please sign it, date it, and check the number of franchises you want to move forward with purchasing and return it to us with the appropriate deposit funds for the franchise(s). Exhibit M contains a duplicate copy of the receipt attached for your records.

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EXHIBIT A

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Directory of Franchise Regulators

FEDERAL: **FEDERAL TRADE COMMISSION**

Division of Marketing Practices Seventh and Pennsylvania Avenues, N.W.

Room 238
Washington, D.C. 20580
202-326-2970

We may register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

STATE:

Directory of State Franchise Regulators

CALIFORNIA

Department of Financial Protection and Innovation
2101 Arena Blvd
Sacramento, CA 95834
(916) 445-7205
(866) 275-2677

320 West 4th Street, Suite 750
Los Angeles, CA 90013

FLORIDA

State Department of Agriculture and Consumer Services
P.O. Box 6700
Tallahassee, FL 32314-6700
(850) 410-3754

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Franchise Division, Office of Attorney General
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Agents Authorized to Receive Process

CALIFORNIA

Department of Financial Protection and Innovation
2101 Arena Blvd
Sacramento, CA 95834

320 West 4th Street, Suite 750
Los Angeles, CA 90013

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS

Franchise Division Office of the Attorney General
500 South Second Street
Springfield, IL 62706

Directory of State Franchise Regulators

INDIANA

Franchise Division Office of Secretary of State
302 W. Washington St., Rm. E111
Indianapolis, IN 46204
(317) 232-6681

Directory of State Franchise Regulators

MARYLAND

Office of the Attorney General, Division of Securities
200 St Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN

Consumer Protection Division, Franchise Section
PO Box 30213
Lansing MI 48909
(517) 373-7117

MINNESOTA

Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-4026

NEW YORK

~~NYS~~[New York State](#) Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York NY 10005
(212) 416-8222

NORTH DAKOTA

~~Franchise Division~~[North Dakota Insurance & Securities](#)
Department
600 East Boulevard, ~~5th Floor~~ [Avenue](#), Dept. ~~414~~[401](#)
Bismarck, ND 58505
(701) ~~328-4712~~[328-2910](#)

OREGON

Corporate Securities Section Dept. of Insurance & Finance
Labor & Industries Bldg.
Salem, OR 97310
(503) 378-4387

SOUTH DAKOTA

[Department of Labor and Regulation, Division of Securities](#)
[124 South Euclid, Suite 104](#)
[Pierre, SD 57501](#)
[\(605\) 773-4823](#)

Agents Authorized to Receive Process

INDIANA

Franchise Division Office of Secretary of State
302 West Washington St., Room E111
Indianapolis, IN 46204

Agents Authorized to Receive Process

MARYLAND

Maryland Securities Commissioner
200 Saint Paul Place
Baltimore, MD 21202-2020

MINNESOTA

Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

NEW YORK

~~New York~~[Secretary of State of New York](#)
99 Washington Avenue
Albany, NY 12231
[\(518\) 473-2492](#)

NORTH DAKOTA

[Insurance Commissioner](#)
North Dakota [Insurance & Securities Department](#)
600 East Boulevard Avenue, ~~State Capitol~~ [Dept. 401](#)
~~Fifth Floor, Dept 414~~
Bismarck, ND 58505
(701) ~~328-4712~~[328-2910](#)

SOUTH DAKOTA

[Department of Labor and Regulation Division of Securities](#)
[124 South Euclid, Suite 104](#)
[Pierre, SD 57501](#)

Directory of State Franchise Regulators

~~SOUTH DAKOTA~~

~~Department of Labor and Regulation, Division of Securities-
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-4823~~

TEXAS

Secretary of State
P.O. Box 12887 Austin, TX
78711-2887
(512) 463-5701

VIRGINIA

State Corporation Commission Division of Securities and
Retail Franchising
1300 E. Main St. 9th Floor
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507
(360) 902-8700

WISCONSIN

Department of Financial Institutions
Division of Securities
345 West Washington Ave., 4th Floor
Madison, WI 53703
(608) 266-3364

CANADA

Director of Franchises
Alberta Securities Commission Agency
21st Floor 10025 Jasper Avenue
Edmonton, Alberta T5J 3Z5

Agents Authorized to Receive Process

~~SOUTH DAKOTA~~

~~Department of Labor and Regulation Division of Securities
124 South Euclid, Suite 104
Pierre, SD 57501~~

VIRGINIA

State Corporation Commission
1300 E. Main St. 9th Floor
Richmond, VA 23219

WASHINGTON

The Department of Financial Institutions
150 Israel St. SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Department of Financial Institutions
345 West Washington Ave., 4th Floor
Madison, WI 53703

EXHIBIT B



FRANCHISE AGREEMENT

TINT WORLD, LLC

1000 Clint Moore Road, Suite 110
Boca Raton, FL 33487

FRANCHISEE OWNERS

CENTER NUMBER

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TINT WORLD, LLC
FRANCHISE AGREEMENT

PARTIES

THIS AGREEMENT (the “Agreement”) is made and entered into by and between Tint World, LLC, a Florida Limited Liability Company, with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 (hereinafter referred to as “Franchisor”), on the first part, and the ~~corporate~~ entity and/or ~~person~~individual(s) ~~signing~~executing this Agreement as Franchisee (hereinafter referred to as “Franchisee”), and, as applicable, those ~~person~~individual(s) ~~individually signing~~executing this Agreement as owners and guarantors of Franchisee (hereinafter, individually, jointly, severally, and collectively referred to as “Owner(s)”), on the second part, and is made and entered into as of the date (the “Effective Date”) with the effective date appearing below Franchisor’s signature line at the end of this Agreement (the “Agreement”) and the parties agree as follows:

RECITALS

WHEREAS, Franchisor has developed, ~~grants,~~ and licenses ~~the formats, systems, methods, procedures, and standards to others (“Tint World® Franchisees”) the right to establish, develop, open, and operate a retail center based business~~ (to others a proprietary business format, system, method of operation (the “System”) for establishing, developing, opening, and operating retail center-based businesses under the brand “Tint World®” (each, a “Tint World® Center”)) that offers, provides, offering and specializes in the retail sale and, installation of, maintenance, repair, and servicing of automotive window tinting, protective film, vehicle wraps, audio and paint protection films, mobile electronics, audio and security systems, ear and truck accessories, wheels and tires, detailing and ceramic coating, maintenance, repair, and installation services, and other automotive aftermarket products and services that Franchisor authorizes and, as Franchisor may modify from time to time (authorize, modify, expand, or discontinue from time to time (collectively, the “Authorized Products and Services”), from a fixed location Tint World Center fixed approved location (the “Center Location”);

WHEREAS, ~~S~~subject to System the Brand Standards (as defined below) as designated, specified, modified, and amended and only if expressly authorized in writing by Franchisor ~~from time to time pursuant to a Mobile Services Addendum executed by the parties~~, Authorized Products and Services may include certain mobile services ~~requiring use of a performed from~~ branded and wrapped service vehicles (each, a “Service Vehicle”) ~~used to provide, including~~ marine, residential, and commercial window film installation ~~and, protective coatings services, decorative film, and perforated films, custom design window and wall graphics, product maintenance, repair, and installation services, and other products and on-site customer services provided on-site at customer locations within Franchisee’s Designated Territory (the “Mobile Services”);~~

WHEREAS, ~~Mobile Services are not a part of the Authorized Products and Services unless specifically authorized and agreed to by Franchisor as evidenced by Franchisor and Franchisee’s execution of the Mobile Services Addendum attached to this Agreement as Exhibit E;~~

WHEREAS, Franchisor is the sole owner and licensor of certain trade names, trademarks, ~~logos,~~ service marks, logos, trade dress, domain names, and other ~~property~~proprietary indicia of origin used in connection with the operation of Tint World® Centers (collectively, the “Names and Marks”), and has developed valuable expertise, proprietary information, trade secrets, and confidential business methods (the “Confidential Information”) and unique, distinctive and comprehensive business methods and systems (the “System”) that Franchisor may improve or otherwise change from time to time, for the establishment and operation relating to the development, operation, marketing, technology, and franchising of Tint World® Centers, for the promotion and identification of the Mark Tint World® and stylized logo, and for the sale of products and services at Tint World® Centers;

WHEREAS, as a result of substantial investment of time, effort, skill, and capital, Franchisor has devised and continues to develop a uniform and distinctive system of Brand Standards, specifications, policies, procedures, and operating requirements for the establishment and operation of Tint World® Centers (the “Brand Standards”), including without limitation standards relating to equipment and inventory; products and services; approved suppliers; training; advertising and promotional programs; marketing techniques; vendor relationships; customer service; quality control; digital operations; point-of-sale systems; CRM systems; call center systems; artificial intelligence tools;

ecommerce and Internet Sales Programs; websites, online stores, booking platforms, and related digital infrastructure (collectively, the “System Website”); all of which Franchisor may modify, enhance, improve, or further develop from time to time in its discretion;

~~WHEREAS, a result of Franchisor’s investment of time, skill, effort and money, Franchisor has devised a uniform System of standards, specifications and operating procedures (the “System Standards”) for the establishment and operation of Tint World® Centers; including equipment and inventory; products and services; software and computer programs; websites, online stores, and booking system (the “System Website”); customer service standards; quality control; advertising promotional programs and marketing techniques; training and ongoing operational assistance; procedures for relationships with vendors; and other related benefits for use of Franchisee under the Names and Marks, all of which may be changed, improved, and further developed by Franchisor from time to time;~~

WHEREAS, Franchisor identifies its System by means of certain and the goodwill associated therewith through distinctive appearance and characteristics of the exterior and interior designs, décor and color scheme, layouts, and identification color schemes, identification systems, and brand presentation (collectively, the “Trade Dress”); trade names, service marks, trademarks, logos, emblems, and other indicia of origin, together with the Names and Marks, including but not limited to the mark “Tint World®” and such other trade names, service marks, trademarks and trade dress as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with its System (the “Names and Marks”); related stylized logos and branding elements;

~~WHEREAS, Franchisor continues to develop, use, and control the use of such Names and Marks to identify for the public the source of services and products marketed thereunder and under its System, and to represent the System’s high standards of consistent quality, appearance, and service;~~

, through its continuous development, strategic investment, enforcement, and consistent use of the Names and Marks in connection with the System. ~~WHEREAS, Franchisor has established substantial goodwill and, brand recognition, proprietary intellectual property rights, and significant business value in its associated with the Names and Marks, expertise, and the System;~~

~~WHEREAS, Franchisee desires to obtain a franchise from Franchisor for the right to use the “Names and Marks” and the expertise for to operating a Tint World® Center using the Names and Marks and the System, and to obtain the benefits and knowledge of Franchisor’s System including, but without limitation, business design expertise, training, operating methods, product preparation standards, advertising programs, sales techniques and materials, signs, personnel management, control, digital systems, bookkeeping and accounting methods, and in general a control systems, personnel management procedures, and overall style; and method and procedure of business operation utilizing the Names and Marks as a Franchisee of Franchisor;~~

~~WHEREAS, Franchisee recognizes the benefits to be derived from~~ acknowledges the value of being identified with and licensed by Franchisor and ~~Franchisee understands and acknowledges~~ recognizes the importance of maintaining Tint World®’s high standards of quality, uniformity, cleanliness, appearance, customer service, digital governance, and brand integrity, and the necessity of operating the Tint World® Center in strict conformity with ~~Tint World® the Brand s~~ Standards and specifications; and

~~WHEREAS, Franchisee and Franchisor and Franchisee acknowledge their shared commitment to the common goals of enhancing customer goodwill towards associated with the Names and Marks to, strengthening the business of Tint World® brand, and to expanding the chain network of Tint World® Centers. Franchisee and Franchisor further acknowledge that the success of achieving these common goals is dependent on Franchisor and Franchisee’s working together in a spirit of mutual respect and cooperation. In accordance with that spirit, Franchisor has developed this form of franchise agreement. The provisions of this Agreement are based on the guiding principles that: (a) Franchisor should respect Franchisee’s interest in the going concern value of Franchisee’s business; and (b) Franchisee should respect Franchisor’s ownership of the System, including the Marks, trade secrets, Confidential Information and the associated good will, and Franchisor’s rights to determine the nature and quality of Products and Services sold under the Marks, to control the manner in which the Marks are used, to enforce System standards and to manage the System. Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary for Franchisor to maintain the uniformity of Tint World®’s high quality standards at all Tint World® Centers and to protect the goodwill of~~

~~the Marks and the integrity of the System.~~, and recognize that achievement of these objectives depends upon strict adherence to the System and cooperative engagement between the parties.

DEFINITIONS

The following terms shall have the meanings ascribed to them below or in the referenced Sections of this Agreement, and such meanings shall apply equally to both the singular and plural forms of the defined terms. Additional capitalized terms are defined elsewhere in this Agreement in the context in which they appear.

~~The terms listed below have meanings which follow them or have the meanings which are set out in the referenced Section and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.~~

- (1) “Affiliate” – Any person or entity that directly or indirectly owns or controls the reference party that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party.
- (2) “Artificial Intelligence” – A field of science concerned with building computers and machines that can reason, learn, and act in such a way that would normally require human intelligence or that involves data whose scale exceeds what humans can analyze.
- (3) “Effective Date” – See Preamble.
- (4) “Extension Fee” – See Section XII.D.
- (5) “Alternative Channels of Distribution” – Include all retail and wholesale channels of distribution and sales occurring through means other than a fixed location Tint World® Center and which may include without limitation internet, catalog, telemarketing, and direct marketing generated, solicited, and/or facilitated sales.
- (6) “Annual Administrative Expense” – See Section X.B.
- (7) “Approved Supplier” – A supplier of equipment, products, supplies, or services who Franchisor has approved and whose equipment, products, supplies, or services Franchisor authorizes and uses in training programs and the Operations Brand Standards Manual to demonstrate and teach techniques in performing services associated with Authorized Products and Services.
- (8) “Authorized Products and Services” or “Approved Products and Services” – See Section XII.N.
- (9) “Competitive Business” or “Competitor” – See Section XVI.C.
- (10) “Confidential Information” – See Section XVI.A.
- (11) “Contact Center” – Means any and all organized communication systems and methods approved by Franchisor by which an individual (referred to as a “prospective customer”) attempts to contact and/or communicate with a Franchisor designated corporate representative, a System customer service representative and/or a Tint World® Business. Franchisor, at Franchisor’s election and determination, maintains sole discretion to manage, control and coordinate all Contact Center communications for purposes that, at Franchisor’s discretion initiate, discontinue, manage, control and coordinate all Contact Center communications for purposes that, at Franchisor’s discretion, may include: (a) receiving and responding to telephone calls from prospective customers; (b) receiving and responding to telephone calls from prospective customers attempting to contact a System representative; (c) receiving and responding to telephone calls, emails, web chats, web contacts, lead generation source contacts and other contacts that Franchisee may receive from prospective customers, current customers and former customers of the Tint World® Business; (e) to individually and/or collectively process, schedule, reschedule, book and/or monitor service appointments with customers and prospective customers of the Tint World® Business; and/or (f) to individually and/or collectively process and respond to complaints and/or additional inquiries from customers or prospective customers of the Tint World® Center.

- (12) “Contact Center Fees” – See [Section X.J.](#)
- (13) “Contact Center Rate” – See [Section X.J.](#)
- (14) “Contact Center Services” – Refers to and means any and all services offered and provided by Franchisor and/or required by Franchisor in connection with Franchisor’s management and operation of Contact Center. Franchisor, in Franchisor’s discretion, shall determine, from time to time, the services that may or may not be included in the Contact Center Services and what activities and actions may be delegated to franchisees and/or may be required to be performed directly by each respective Franchisee at each Franchisee’s sole cost and expense separate and apart from the Contact Center Fees. Franchisee agrees that under no circumstance is Franchisor responsible for the conversion of customers or potential customers for the Tint World® Business and in no event does Franchisor represent nor warranty revenue and/or converted customers that will or may be derived as a result of the Contact Center Services.
- (15) “CPI” – The index number in the table relating to “Consumer Price Index – United States City Average, All Items, for Urban Wage Earners and Clerical Workers” as presently published in the “Monthly Labor Review” of the Bureau of Labor Statistics for the United States Department of Labor (the “Bureau”). In the event the Bureau ceases publishing the Consumer Price Index or materially changes the methods of its computation or other features of it, we may substitute comparable statistics on the purchasing power of the consumer dollar published by the Bureau, another governmental agency or a responsible financial periodical or recognized authority to be chosen by Franchisor.
- (16) “Corporate Accounts Program” – See [Section IV.B.](#)
- (17) “Designated Area” – A geographical market area where the Franchisor grants Franchisee the right to propose a site location for its Center Location, and is subject to Franchisor’s written approval.
- (18) “Designated Supplier” – A supplier of equipment, products, supplies, or services who Franchisor has approved and requires Franchisee to use for such purchases for certain equipment, products, supplies, or services designated by Franchisor in the ~~Operations~~[Brand Standards](#) Manual in performing services associated with Authorized Products and Services.
- (19) “Designated Territory” – See [Section VI.B.](#)
- [\(20\)](#) [“Entity” – An entity refers to a person or organization possessing separate and distinct legal rights, such as an individual, partnership, or corporation.](#)
- [\(2021\)](#) “Franchisee” – See [Preamble](#).
- [\(2122\)](#) “Franchisee’s Center” – See [Section V.](#)
- [\(2223\)](#) “Franchisor” or “Tint World®” – See [Preamble](#).
- [\(2324\)](#) “Gross Revenues” or “Gross Sales” – See [Section X.F.](#)
- [\(2425\)](#) “Immediate Family” – Spouse, parents, brothers, sisters, and children, whether natural or adopted.
- [\(2526\)](#) “Market Area” – The MSA, PMSA, NECMA, county parish or other corresponding geographical area used by the U.S. Census Bureau and as described in [Section VI.](#)
- [\(2627\)](#) “Marks” – Franchisor’s current and future trademarks, service marks and trade dress, including the mark Tint World® that Franchisor authorizes Tint World® Franchisees to use.
- [\(2728\)](#) “Mobile Services” – See [Preamble](#).

- | ~~(2829)~~ “NAF” – See Section X.B.
- | ~~(2930)~~ “National Account(s)” – A customer or potential customer of Tint World® Centers that maintains operations, locations, and/or the need for Approved Products and Services on a regional or national basis at various locations and throughout multiple jurisdictions that may or may not include Franchisee’s Designated Territory. The Franchisor, in Franchisor’s discretion, may designate and determine customers that qualify as ~~Corporate~~National Accounts.
- | ~~(3031)~~ “Opening Date” – See Section IX.A.
- | ~~(3132)~~ “Operating Partner” – See Section XII.I.
- | ~~(3233)~~ “~~Operations~~Brand Standards Manual” – See Section XII.A.
- | ~~(3334)~~ “Operations Non-Compliance Fee” – See Section X.
- | ~~(3435)~~ “Owner” – See Section XII.V.
- | ~~(3536)~~ “Center Location” – The fixed retail location and premises of Franchisee’s Tint World® Center – See Section VI.
- | ~~(3637)~~ “Proprietary Authorized Products and Services” – See Section XII.N.
- | ~~(3738)~~ “Specialty Outlet(s)” – A wholesale or retail store or mobile unit, outlet, or chain that offers and sells products and services under a principal or primary trademark different from that of a Tint World® Center and that offers and provides services and products that may include but go beyond the scope of the Approved Products and Services. Specialty Outlets will not and cannot be primarily identified by the Marks but may be co-branded with the Marks or feature the Marks as a sub-brand or co-brand.
- | ~~(3839)~~ “System” – The business methods, system designs and arrangements for developing and operating Tint World® Centers that include the Mark; Trade Dress; the Confidential Information; standards and specifications for equipment; products and services; product and service standards; training and assistance; advertising and promotional programs; and certain operations and business standards and policies related to the development and operations of Tint World® Centers as designed and specified by Franchisor and/or in the ~~Operations~~Brand Standards Manual and as may be added to, modified, amended, and/or withdrawn by Franchisor from time to time and in Franchisor’s discretion.
- | ~~(3940)~~ “~~System~~Brand Standards” – See preamble.
- | ~~(4041)~~ “Term” – See Section VII.A.
- | ~~(4142)~~ “Tint World® Centers”, “Centers”, “Stores” or “Businesses” – The Franchises that Franchisor operates or that Franchisor grants others the right to operate, and which offer and sell Authorized Products and Services using the Marks and the System.
- | ~~(4243)~~ “Tint World® Center”, “Center”, “Store” or “Business” – The Franchise License Agreement of Franchisee’s Business.
- | ~~(4344)~~ “Transfer” – The term Transfer means and shall include, without limitation, the following, whether voluntary or involuntary, conditional or unconditional, and/or direct or indirect: (a) an assignment, sale, gift, transfer, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee; and/or (e) the legal and/or equitable transfer and/or sale of an Owners interests and/or voting rights in Franchisee.

(4445) “Transfer of the Franchise” – See Section XXII.A.

(4546) “Service Vehicle” – See Preamble.

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NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, ~~do~~ hereby agree as follows:

I. FRANCHISEE’S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

Franchisee ~~(and each Owner~~ (including any partner, member, or shareholder, if Franchisee is a partnership or corporation) hereby represents and warrants that he ~~or, she, or it~~ has conducted an independent investigation of the Franchisor’s ~~business and System and recognizes that the business venture, the System, and the franchise opportunity~~ contemplated by this Agreement, and acknowledges that the business venture involves inherent business risks, and that its success will depend primarily upon Franchisee’s abilities own business skills, efforts, and management abilities as an independent business ~~person~~ operator. Franchisor expressly disclaims ~~the making of~~, and Franchisee acknowledges that it has not received, any representation, warranty, or guaranteey, express or implied, ~~as to~~ regarding the potential sales volume, revenues, profits, or success of the business contemplated by this Agreement.

II. FRANCHISEE’S ACKNOWLEDGEMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT

Franchisee acknowledges having received, ~~read~~ reviewed, and understood ~~and~~ this Agreement, including the Franchise Disclosure Document (“FDD”) and all exhibits and attachments thereto. Franchisee further acknowledges that Franchisor has accorded Franchisee ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement. Franchisee further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled “Franchise Disclosure Document,” at least fourteen (14) days prior to the date on which this Agreement was executed. If the franchised business is to be located in Illinois, Iowa, Maine, Maryland, Nebraska, New York, Oklahoma, Rhode Island or South Dakota, Franchisee acknowledges that it has received the Franchise Disclosure Document either at the first personal meeting to discuss the franchise, but no later than ten (10) business days before signing a binding agreement with, or making payment to Franchisor or an Affiliate with regard to the franchise sale.

Franchisee acknowledges that it has read and understands this Agreement, the Attachments hereto, and any agreements relating thereto, and that Franchisee has been advised by a representative of Franchisor to consult with ~~an attorney or~~ independent legal counsel or professional advisor of Franchisee’s own choosing about the potential benefits, obligations, and risks of entering into this Agreement prior to its execution.

Franchisee acknowledges that any statements, whether oral or written, made by Franchisor or its agents preceding the execution of this Agreement were for informational purposes only and do not constitute any representation ~~or, warranty, or guaranty~~ by Franchisor. The only representations, warranties and obligations of Franchisor are those specifically set forth in the Franchise Disclosure Document and this Agreement, and Franchisee ~~must~~ has not rely ~~on~~ upon, and the parties do not intend to be bound by, any statement, promise, or representation not expressly contained therein.

Franchisee acknowledges that Franchisor ~~will~~ does not provide or designate the Center locations for Franchisee, ~~will~~ does not provide financial assistance to Franchisee, and has made no representation ~~that it will buy back from Franchisee or commitment to repurchase~~ any products, supplies inventory, or equipment purchased by Franchisee in connection with the Tint World® Center.

III. ACTUAL, AVERAGE, PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS

The Franchisor ~~does not make or present and~~ has not made, presented, or prepared any “Financial Performance

Representations” other than as contained in Item 19 of the Franchise Disclosure Document. The Financial Performance Representation contained in the Franchise Disclosure Document is the only statement of sales, profits, or earnings that the Franchisee may rely upon.

Franchisee, and each party executing this ~~document hereto~~ Agreement, acknowledges that ~~neither~~ neither Franchisor, ~~itself~~ nor ~~through any of its officers, directors, employees or agent, has not, agents, or representatives has~~ made, and Franchisee has not received or relied upon, any oral ~~or~~ written, visual, express or implied information, representations, assurances, warranties, guarantees, ~~inducements~~, promises ~~or agreements~~, projection, forecast, or inducement concerning ~~the~~ actual, average, projected or forecasted franchise anticipated sales, revenues, profits, earnings, or likelihood of success ~~that Franchisee might expect to achieve from operating of~~ the Tint World® Center, except as set forth in Item 19 of the Franchise Disclosure Document reviewed by Franchisee and its representatives, which accompanied the first copy of this Franchise Agreement.

IV. INDEPENDENT CONTRACTOR

A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, Franchisee shall at all times hold itself out to the public as an independent contractor operating its Tint World® Center pursuant to a franchise agreement with Franchisor. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which Franchisor shall have the right to specify. For example, such notices shall be provided on invoices, letterhead, business cards, bank account names, bank checks, and signs at the place of business.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, ~~is intended to make~~ shall be construed to create either party a general or special agent, joint venture, partner, or employee of the other for any purpose whatsoever. Franchisee ~~agrees to shall~~ conspicuously identify itself in all dealings with customers, lessorlandlords, contractors, suppliers, public officialsgovernmental authorities, employees, and all others as the independent Owner and operator of Franchisee’s Tint World® Center and agrees to shall place such otheradditional notices of independent ownership at ~~Franchisee’s Tint World® the~~ Center Location and on all forms, ~~business cards, stationery, advertising, and other materials as Franchisor may require from time to time. Franchisee acknowledges and agrees that~~ Franchisor does not have any control over and shall have no responsibility for Franchisee’s employees and Franchisee is required to shall obtain a statement from each employee a written acknowledgment, in a form acceptable to Franchisor, confirming that such employee is employed solely by Franchisee and not theby Franchisor.

B. Franchisor Is Not in A Fiduciary Relationship with Franchisee

~~It is understood and agreed by~~ Franchisor and Franchisee acknowledge and agreed that neither this Agreement, the ~~nature of the~~ relationship of Franchisor and Franchisee created hereby, nor the dealings of ~~Franchisor and Franchisee to this Agreement will~~ the Parties shall be construed to establish or create directly or indirectly, any fiduciary or similar relationship between Franchisor and Franchisee, and that nothing in this Agreement ~~is intended shall be deemed or construed~~ to constitute either Franchisor or Franchisee Party as an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

~~It is understood and agreed that nothing in this Agreement authorizes~~ Franchisee is not authorized, and ~~Franchisee shall have no authority, to make any contract, agreement, warranty, or representation, or commitment on behalf of Franchisor, or to incur any debt or other obligation in the name of Franchisor or Tint World®’s name; and that~~ Franchisor shall in not event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor shall Franchisor be liable by reason of, and shall not be liable for, any act or omission of Franchisee in its conduct or any Owner, employee, agent, or representative of Franchisee’s, including any claim, liability, loss, damage, judgment, or expense arising out of or relating to the operation of the Tint World® Center or for any claim or judgment arising therefrom against Franchisee or Franchisor. Franchisor will shall not be obligated bound by, nor have any liability under, any agreements made entered into by Franchisee with any third party or for any representations made

by Franchisee to any third party. Franchisor shall ~~have not be obligated liability~~ for any injury, loss, or damages to any person or property arising directly or indirectly out of the operation of Franchisee's Tint World® Center ~~hereunder~~.

V. FRANCHISE GRANT

Franchisor hereby grants to Franchisee ~~the right, license, and privilege,~~ and Franchisee ~~assumes the obligation to operate a single~~ accepts, a limited, non-exclusive, non-transferable license and right to establish and operate one (1) Tint World® Center ("Franchisee's Center") to use the System solely in connection therewith upon ~~solely at the Franchisor-approved Center Location and strictly in accordance with the terms and conditions contained in the Franchise of this Agreement.~~ Franchisee ~~hereby accepts a franchise under the terms and conditions set forth herein and~~ assumes the obligation to operate ~~at the~~ Tint World® Center in compliance with this Agreement and is granted the right to use ~~solely in connection therewith the Franchisor's~~ the Names and Marks, ~~its~~ the System, and Franchisor's advertising, marketing, and merchandising methods, ~~and Franchisor's System, as they may be changed, improved, and further developed from time to time, only at the Franchisor~~ solely in connection with the operation of Franchisee's Tint World® Center. Such rights shall apply only at the approved Center Location as set forth herein, and provided the and only for so long as Franchisee fully complies with the terms, ~~provisions,~~ and obligations set forth in of this Agreement.

Except as ~~otherwise~~ expressly provided in this Agreement, Franchisor and its Affiliates expressly reserve all ~~of Franchisor's respective~~ rights and discretion with respect to the Marks, the System, and the Tint World® brand anywhere in the world ~~and, Without limitation, Franchisor reserves the right to engage in any business whatsoever, including (a) the right to operate and grant others to operate, (a) establish, operate, franchise, license, or otherwise authorize others to establish and operate~~ Tint World® Centers at such locations and ~~on~~ upon such terms and conditions as Franchisor deems appropriate; and (b) ~~the right to~~ acquire, merger ~~or with~~, consolidate with, be acquired by, operate ~~and~~, invest in, or expand other businesses or brands, whether competitive or non-competitive, without any obligation to Franchisee.

VI. DESIGNATED TERRITORY

A. Selection of Location and Market Area for New Center

If Franchisee's Center Location is not selected and approved prior to ~~signing~~ execution of this Agreement by the parties, then the approved Center Location shall be entered in Schedule C at a later date, under the terms of this Agreement.

Subject to the terms and conditions of this Agreement, Franchisee is granted the right to operate a single Tint World® Center ~~only~~ solely at the specific Center Location that has been selected by Franchisee and that has been approved in writing by Franchisor (the "Center Location"). Franchisee ~~must~~ shall develop and continuously operate ~~Franchisee's the~~ Tint World® Center, exclusively at ~~Franchisee's the~~ approved Center Location and in accordance strict compliance with the terms of this Agreement. Franchisee ~~may~~ shall not conduct any business ~~of Franchisee's~~ under the Names and Marks, operate the Tint World® Center, or use the System at any ~~other~~ location other than the accepted approved Center Location which has been entered in Franchisee's Franchise identified in this Agreement or made part of, by an in a duly executed written addendum attached to the Agreement. Franchisee shall not relocate the Tint World® Center without the express prior written consent of Franchisor.

If this Agreement is for a new Tint World® Center, Franchisee ~~must~~ shall secure a ~~location for its Tint World® proposed~~ Center Location within the applicable MSA, PMSA, NECMA, county, parish, or other corresponding geographical area used designated by the U.S. Census Bureau and referenced identified as the "Market Area" ~~described above~~ within one (1) year after the Effective Date. The proposed site ~~constituting and comprising Franchisee's Center Location must conform to~~ must meet Franchisor's then-current site selection criteria and requirements, ~~and is~~ shall be subject to ~~and requires~~ Franchisor's prior written approval of the Center Location.

If Franchisee has not secured ~~an approved location by~~ Franchisor approved for Franchisee's Tint World® Center before signing Center Location prior to execution of this Agreement, Franchisor and/or its ~~a~~ Affiliates ~~will~~ shall provide Franchisee with ~~assistance and~~ general guidance during the and assistance in connection with site selection

~~process as provided~~ as described in the ~~pre-opening~~ Pre-Opening mManual (the “Pre-Opening Manual”), which Franchisor shall ~~be~~ loaned to Franchisee for use during the site selection process. Franchisee ~~must use~~ shall utilize Franchisor’s designated or approved real estate ~~agents for the broker(s) in connection with~~ agents for the broker(s) in connection with site selection. Franchisee ~~is required to provide~~ shall submit to Franchisor ~~with all~~ with all information ~~about a~~ required for evaluation of any proposed site, including a complete site analysis report, ~~and other information that~~ such additional documentation as Franchisor ~~may~~ requests for evaluating and/or approving a site. Franchisor ~~does~~ shall not have to consider ~~a~~ any proposed site until all requested information ~~is~~ has been received by Franchisor. In ~~approving or disapproving a~~ evaluating a proposed site, Franchisor ~~may~~ considers such factors as it deems appropriate, including ~~general~~ without limitation location characteristics, neighborhood, ~~and the distance to other~~ demographics, visibility, accessibility, and proximity to existing Tint World® Centers ~~in~~ within the Market Area. Franchisee ~~agrees to~~ shall not execute ~~a~~ any lease ~~agreement or~~ purchase contract for Franchisee’s agreement, letter of intent, or other binding commitment relating to a proposed Center Location, nor ~~otherwise~~ commit to any other binding obligation to occupy, or approve any proposed Center Location occupancy, until Franchisor has provided ~~Franchisee with~~ final written approval of both the site ~~location~~, and the lease ~~agreement or~~ purchase contract for the Center Location agreement in accordance with Franchisor’s standard procedures.

Upon Franchisor’s preliminary approval of a ~~suitable~~ proposed site ~~Center~~ Location, Franchisee ~~must provide~~ shall submit to Franchisor ~~with a~~ complete copy of the final proposed lease agreement or purchase contract for ~~the site for~~ Franchisor’s review and written approval prior to execution. Franchisee ~~must receive a final written approval from Franchisor before Franchisee signs a~~ shall not execute any lease agreement or purchase contract for ~~Franchisee’s~~ the Center Location unless and until Franchisee has received Franchisor’s final written approval of both the site and the applicable agreement. Franchisee ~~must~~ shall provide Franchisor with a complete copy of the pre-approved and fully executed lease agreement or purchase contract for ~~Franchisee’s proposed~~ Center Location within ten (10) days of it being fully executed.

Once ~~the~~ Franchisor has approved Franchisee’s proposed Center Location ~~is approved by Franchisor, and Franchisee provides and had delivered to~~ Franchisor a copy of the pre-approved, fully executed lease agreement or purchase contract ~~for the proposed Center Location~~, Franchisor and Franchisee will complete and sign execute Schedule C of ~~the Franchise~~ this Agreement designating the approved “Center Location” for Franchisee’s Tint World® Center. Following the Opening Date, Franchisor shall deliver to Franchisee a fully executed copy of Schedule C and Schedule D ~~of the Franchise Agreement to Franchisee after the Opening Date~~, within thirty (30) days after Franchisor’s receipt of Franchisee’s written request.

Franchisor’s and/or its ~~a~~ Affiliates’ assistance ~~and general~~ guidance during the criteria, recommendations, or input regarding site selection ~~process with guidelines and requirements~~, lease ~~agreement or~~ purchase contract negotiations, or approval of the Center Location or the related lease agreement or purchase contract, nor any information Franchisor may impart to Franchisee about the Center Location, shall constitute a warranty or agreement shall not constitute, and shall not be construed as, any representation of any kind, warranty, or guaranty, express or implied, that Franchisee’s concerning the profitability, sales performance, or success of the Tint World® Center ~~will be profitable or successful at such location~~. Franchisor’s approval of ~~Franchisee’s a proposed~~ Center Location ~~merely signifies that Franchisor authorizes only that~~ Franchisee is authorized to operate a Tint World® Center at that site in accordance with this Agreement. Franchisee acknowledges and agrees that Franchisee is solely responsible for the selection of and securing an appropriate site for Franchisee’s Tint World® Center Center Location and conducting its own independent investigation of the site. Franchisee further agrees that Franchisor shall have not and does not possess any liability to Franchisee or ~~anyone in connection with~~ any third party arising out of or relating to site selection assistance ~~or~~ guidance, or the approval or disapproval of a any proposed Center Location or related lease ~~agreement or~~ purchase agreement related to a Center Location.

B. Territorial Protection

Once Franchisee’s Center Location has been ~~designated by~~ approved in writing by Franchisor, Franchisor shall designate a geographic territory for Franchisee ~~and has received Franchisor’s written approval, Franchisee will be granted a designated territory~~ (the “Designated Territory”). Provided ~~that~~ Franchisee is and remains in full compliance with ~~the terms of this Agreement~~, and subject to Franchisor’s reserved rights ~~as set forth in this Agreement and herein and in this Section VI(B)~~, Franchisor agrees that ~~Franchisor it~~ will not locate establish, nor license any another franchisee or ~~third party the right to~~ third party to establish, the physically ~~locate the Center~~ Location of another Tint World® Center

within Franchisee's Designated Territory. The Designated Territory granted under this Agreement does not ~~in any way grant or imply any other area, market, development, or~~ grant Franchisee any exclusive rights beyond those expressly stated herein, and does not include any exclusive rights relating to market area development, sales channels, customers, products, services, or other territorial ~~rights to Franchisee; protections~~ except as ~~expressly~~ specifically provided ~~above~~ in this ~~Section~~ Agreement. Franchisee acknowledges that ~~The~~ continuation of Franchisee's ~~Business is not specifically dependent upon the~~ rights under this Agreement is not conditioned upon achieving any market penetration ~~of the potential market or any~~ or sales performance target, ~~although, in the future; however,~~ Franchisor ~~may~~ reserves the right to establish and ~~modify~~ performance standards and requirements ~~for any applicable to national or, commercial accounts for the Tint World® System. Those standards and requirements will,~~ or other System programs, which shall be communicated to Franchisee through the Operating Brand Standards Manual or other ~~wise in writing~~ written notice. Without ~~limitation to~~ limiting the foregoing, Franchisee acknowledges and agrees that ~~if unless and until~~ Franchisee is ~~not expressly~~ approved and authorized by Franchisor to provide Mobile Services within ~~Franchisee's the~~ Designated Territory, as evidenced by ~~Franchisor and Franchisee's mutual~~ execution of ~~the~~ Mobile Services Addendum and Franchisee's ongoing compliance with ~~the its~~ terms and provisions of the Mobile Services Addendum, that, Franchisor may, to the exclusion of Franchisee, ~~grant to any third party the license and right~~ authorize any third party or System franchisee to offer and provide Mobile Services ~~under the System and~~ within Franchisee's Designated Territory.

If, as evidenced by ~~Franchisor and Franchisee's~~ mutual execution of the Mobile Services Addendum by Franchisor and Franchisee and Franchisee's ongoing compliance with ~~same~~ therewith, Franchisee is authorized ~~by Franchisor to offer and~~ provide Mobile Services, such Mobile Services shall be limited to customers and accounts located within Franchisee's Designated Territory ~~and shall pertain to, including without limitation~~ automotive ear dealerships, trade accounts, marinas, residential, commercial, and other accounts ~~located within Franchisee's Designated Territory and otherwise satisfying and shall be performed strictly in accordance with~~ Franchisor's System Brand Standards and, ~~as to the terms of the~~ Mobile Services Addendum.

Notwithstanding anything contained in this Agreement to the contrary, Franchisor and its ~~a~~ Affiliates expressly reserve all ~~of their respective~~ rights and discretion with respect to the Marks, the System, and the Tint World® ~~anywhere in the brand~~ worldwide and, except ~~to the extent as~~ expressly limited by the terms of this Agreement, ~~the~~ unrestricted right to engage in any business or activity whatsoever, whether competitive or non-competitive, directly or indirectly, through any channels of distribution.

Without limiting the foregoing, Franchisor, on behalf of itself, its affiliates, and assigns, retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Franchisee, to engage in the following activities: (i) Establish, operate and grant to, franchise, license, or otherwise authorize others ~~the right~~ to develop and operate Tint World® Centers and provide Mobile Services ~~using the System and Marks~~ outside Franchisee's Designated Territory, ~~as Franchisor deems appropriate and irrespective of the~~ regardless of proximity to ~~Franchisee's the~~ Designated Territory; (ii) ~~d~~ Develop, acquire, merge with, be acquired by, merge with, or otherwise invest in, affiliate with, ~~one or more or operate any~~ businesses of any kind, including Competitive Businesses, ~~and businesses that offer and sell products and services that are the same as, or similar to the Approved Products and Services, and after such development, acquisition, merger or affiliation, to develop, own and operate and to franchise or license others to develop, own and operate and to continue to develop, own and operate such businesses of any kind, even if such business or businesses presently or, in the future, is a Competitive Business and/or offers and sells competitive products and~~ or businesses offering products or services that are the same as or similar to the Approved Authorized Products and Services ~~(but not utilizing the Marks) and that is located within and/or provides competitive products and services, and to develop, own, operate, franchise, or license such businesses anywhere, including~~ within Franchisee's Designated Territory; (iii) ~~operate and grant to others the right to develop and operate, provided that such businesses do not utilize the Marks within the Designated Territory except as otherwise expressly permitted herein;~~ Establish, operate, franchise, or license Tint World® Centers and/or other licensed outlets using ~~utilizing~~ the System and Marks and System within Specialty Outlets located within Franchisee's Designated Territory; (iv) ~~u~~ Use the Marks and System to ~~sell market, offer, sell, or distribute~~ Authorized Products and Services, or similar products and services ~~offered and sold by Centers or products and services that are the same as or similar to the Approved Products and Services in, through~~ Alternative Channels of Distribution within Franchisee's Designated Territory, including without limitation internet sales, e-commerce, direct marketing, wholesale, catalog sales, or other non-traditional channels; (v) ~~s~~ Sell or distribute, without ~~using~~ use of the Marks, products and/or services that are the same as or similar to the Approved Authorized Products and Services, ~~within Franchisee's Designated Territory;~~ (vi) ~~u~~ Use the Marks and System to offer, sell, and

provide ~~the Approved~~Authorized Products and Services, or similar products and services ~~similar to the Approved Products and Services~~, to or on behalf of CorporateNational Accounts within Franchisee's Designated Territory; (vii) ~~operate and grant to~~Offer, provide, or authorize others ~~the right to offer, develop,~~ and provide Mobile Services within Franchisee's Designated Territory unless, ~~Franchisee~~ Franchisee has ~~otherwise been specifically~~ authorized ~~Franchisee~~ to provide Mobile Services ~~and provided that Franchisee offers and provides Mobile Services in accordance with System Standards as designated by Franchisor;~~ (viii) ~~use the Marks and System and pursuant to a Mobile Services Addendum and remains in full compliance therewith;~~ (viii) ~~Franchise, license, and/or grant or otherwise authorize~~ others ~~the right to use the Marks and System,~~ to engage in all other in connection with any activities not expressly prohibited by ~~the Franchise~~this Agreement; and (ix) ~~Engage in~~ all any other activities not expressly and specifically prohibited by ~~the Franchise~~this Agreement.

Franchisee agrees that, ~~as to~~ if Franchisor establishes National or Fleet Accounts (the "National Accounts Program") within Franchisee's Designated Territory, ~~if Franchisor establishes or designates a Corporate Accounts Program ("Corporate Accounts Program") where Franchisor designates or engages in a contract or service agreement with a National or Fleet Account, Franchisor will offer to~~ shall offer Franchisee the opportunity to participate ~~in the Corporate Accounts Program under~~ pursuant to the guidelines, terms, and rules ~~that Franchisor develops from time to time and subject to the,~~ pricing criteria, service charges, and requirements ~~that established by~~ Franchisor designates in Franchisor's from time to time in its sole discretion. ~~As to Franchisee's Designated Territory, Franchisee will have an option to refuse may elect not to participate in Corporate Accounts Programs, but, however, if Franchisee refuses or declines to participate, Franchisee agrees that Franchisor can may service the Corporates such National Accounts in within Franchisee's Designated Territory or authorize others, including other Tint World® Centers and/or System franchisees, to perform such work for the Corporate Accounts without any compensation to Franchisee. All pricing and fees charged in connection with Corporate National Accounts will be at rates and terms shall be established, negotiated and determined solely by Franchisor.~~

Franchisee acknowledges and agrees that if Franchisor approves Franchisee to offer and provide Mobile Services, Franchisee ~~must~~ shall strictly comply with Franchisor's Mobile Services policies and operational requirements ~~that include, including~~ participation in Franchisor's Call Center Services, licensing and use of Franchisor's Mobile Services software ~~license~~ systems, and ~~maintenance of~~ adherence to Franchisor's System Brand s Standards and specifications ~~relating to, including~~ training and maintaining dedicated employees and team members ~~ready to perform and provide the~~ Mobile Services. Franchisee acknowledges and agrees that if Franchisee ~~does elects~~ not elect to provide Mobile Services within Franchisee's Designated Territory or fails to provide Mobile Services in compliance with Franchisor's System requirements, Franchisor may authorize another System franchisee or Center to provide Mobile Services within Franchisee's Designated Territory.

Franchisee acknowledges and agrees that any failure by Franchisee ~~to meet and/or satisfy~~, in any ~~one~~ instance, to meet or satisfy Franchisor's System Brand Standards ~~and/or~~ requirements ~~respecting relating to~~ Mobile Services shall entitle Franchisor, in Franchisor's sole discretion and without any compensation to Franchisee, to terminate ~~any and all rights of Franchisee to offer and provide Mobile Services. Upon termination and/or revocation of or~~ revoke Franchisee's right to offer and provide Mobile Services. Upon such termination or revocation, Franchisor may authorize other System franchisees ~~and/or~~ Franchisor or Franchisor's designees to offer and provide Mobile Services within Franchisee's Designated Territory.

Additionally, Franchisee acknowledges and agrees that Franchisor and its affiliates have the unrestricted right to advertise, market, and sell Tint World® Brand or Trademarked Products and to make sales using the ~~principal~~ Marks within Franchisee's Designated Territory and in any other area Franchisor ~~and/or~~ its affiliates chooses, including through retail and wholesale outlets, and through ~~means of~~ the internet, catalog sales, direct marketing, ~~or and~~ any other means ~~and/or~~ alternative channels of distribution. This Such reserved rights ~~shall include, but not be limited to any and all without limitation, the sale of any~~ products, goods, advertising items (including T-Shirts and Apparel), and ~~any~~ other items and paraphernalia, ~~as determined by~~ Franchisor's in its sole discretion. Franchisor ~~is not required to pay any shall have no obligation to~~ compensation ~~to~~ Franchisee for ~~these any such~~ sales, ~~which might come even if originating from~~ Franchisee's Designated Territory.

C. Contact Center and Contact Center Services

Franchisee acknowledges and agrees that Franchisor may, in Franchisor's sole discretion, ~~may implement and require that~~ Franchisee, at Franchisee's sole cost and expense, to participate in ~~utilizing the Contact Center and~~ utilize the ~~Contact Center and~~ Contact Center ~~and~~ services designated by Franchisor ~~and~~, as such may be modified ~~by Franchisor~~ from time to time (the "Contact Center" and "Contact Center Services"). Franchisee ~~agrees that a core and critical component to all Tint World® Businesses and Franchisee's Tint World® Business relates to and includes communications with~~ acknowledges that customers and prospective customers, the communications, including scheduling and rescheduling ~~of estimate appointments, the scheduling and rescheduling of~~ service visits, responding to customer complaints, and handling other customer communications, are core and critical components of the Tint World® Business. Franchisee ~~agrees that Franchisee~~ shall exclusively ~~adopt and~~ adopt and ~~utilize only those Contact Centers designated and approved by Franchisor and that Franchisee shall exclusively adopt and utilize only~~ and ~~Contact Center Services designated and approved by Franchisor of which, which may be provided solely by Franchisor, and/or Franchisor's affiliates, or designees may be the sole and exclusive supplier.~~ Franchisee shall pay ~~for all costs and expenses charged to Franchisee for associated with~~ for ~~Contact Center Services, and all~~ Fees for ~~Contact Center~~ such ~~services~~ shall, ~~in Franchisor's sole discretion, be exclusively be determined solely by Franchisor in accordance with the terms of Section X.J. of this Agreement or as otherwise authorized by this Agreement therein.~~

D. Relocation of Center

If the lease or sublease for Franchisee's Center Location terminates prior to its expiration for reasons other than a Franchisee's default ~~thereunder by Franchisee~~, or expires without ~~Franchisee being able to renew~~ the lease or sublease despite Franchisee's good faith and commercially reasonable ~~actions undertaken by Franchisee~~ efforts to timely renew the lease, ~~then~~ Franchisee may, subject to Franchisee's prior written approval and continued ~~and on-going~~ compliance with ~~the terms of~~ this Agreement, ~~may~~ relocate ~~Franchisee's~~ the Tint World® Center in accordance with this Section VI.C. and ~~all~~ other terms of this Agreement, ~~subject to Franchisor's approval~~, provided however: (a) Franchisee's rights under Section VI.B. terminate ~~effective immediately~~ upon closing of the ~~old former~~ Center Location and ~~become operative again only when~~ be reinstated only upon Franchisor's approval of the new Center Location ~~is approved by Franchisor~~; (b) ~~Franchisee's Tint World® Center at~~ the new Center Location must be approved by Franchisor and open within twelve (12) months after ~~the date of~~ closing of the ~~old former~~ Center Location; (c) ~~Franchisee's~~ the initial franchisee fee is ~~not non-refundable~~; (d) Franchisee ~~must sign the~~ shall execute Franchisor's then-current form of franchise agreement, which ~~Franchisor then currently uses in granting franchises for the operation of the Tint World® Centers, and which may contain provisions materially different from those contained herein, notwithstanding terms, except~~ that the ~~existing Franchise Agreement's~~ original Opening Date and Expiration Date shall remain ~~the same~~ unchanged; (e) Franchisee ~~must~~ shall pay a relocation fee ~~of equal to twenty-five percent (25%) of the then then-current initial franchise license fee; and (f) Franchisee agrees to~~ shall reimburse Franchisor for all ~~of its~~ costs and expense incurred in connection with ~~Franchisee's~~ the relocation. Any ~~such~~ relocation costs shall be ~~at borne solely by~~ Franchisee's own expense.

VII. TERM AND RENEWAL OF AGREEMENT

A. Term

The ~~Franchise 'Agreement Term' herein granted shall be for a term of fifteen (15) years~~ term of this Franchise Agreement (the "Term") ~~from shall be fifteen (15) years commencing on~~ the Opening Date set forth in Schedule D (the "Opening Date") ~~set forth in Schedule D,~~ following ~~the~~ execution and acceptance of this Franchise Agreement (the "Agreement") by Franchisor ~~and subject to, unless~~ earlier termination ~~ed as herein provided in accordance with this Agreement.~~

B. Renewal

Franchisee may, at its option, request to renew this Franchise for one (1) additional ~~period~~ term of fifteen (15) years, ~~if provided~~ Franchisor is ~~still then~~ offering franchises ~~at that time, and subject to~~ and Franchisee satisfies all of the following conditions ~~which must be met~~ prior to renewal:

1. Franchisee ~~shall give the~~ provides Franchisor written notice of its election to renew not less than

twelve (12) months prior to the ~~end~~expiration of the then current ~~†~~Term;

2. Franchisee and its Owners ~~must~~are not ~~be~~ in default under ~~any provision of the~~this Agreement, any amendment ~~hereof~~hereto ~~agreement~~agreement, any other agreement ~~between~~with Franchisor ~~and Franchisee and its Owners, and all other agreements with Franchisor's or its~~ Affiliates, and ~~Franchisee and its Owners shall~~ have ~~been in~~ substantial compliance~~ed~~ed with ~~all the terms and conditions of~~ all such agreements during their respective terms ~~thereof~~;

3. Franchisee maintains ~~the~~and provides satisfactory evidence of Franchisee's continuing legal right to possess ~~Franchisee's~~and operate the Center Location for the full term of the ~~successor franchise~~renewal period, under a lease or occupancy agreement ~~and enter into an agreement within form and substance satisfactory to~~ Franchisor ~~whereby, and containing such terms and protections as Franchisor may require~~;

4. Franchisee agrees, ~~within a specified time period, starting on the date of signing of successor franchise agreement,~~ to remodel ~~Franchisee's, renovate, modernize, upgrade, and maintain the~~ Tint World® Center, ~~add or replace fixtures, furnishings, equipment and signs and otherwise upgrade maintenance and renovate Franchisee's Tint World® Center to the~~ to meet Franchisor's then-current specifications ~~and, standards then applicable, design criteria, and System requirements~~ for new Tint World® Centers. Franchisee shall execute any remodeling agreement required by Franchisor as a condition of renewal;

45. Franchisee ~~shall have~~has satisfied all monetary obligations owed ~~by Franchisee~~ to Franchisor and its Affiliates, and ~~shall have~~has timely met ~~these~~such obligations throughout the ~~previous~~Term;

56. Franchisee ~~shall and its Owners~~ execute, ~~before the renewal term, the~~ Franchisor's then-current form of franchise agreement, (the "Successor Franchise Agreement"), which ~~agreement~~ shall supersede ~~and replace~~ this Agreement in all respects, ~~and the~~may contain terms ~~of which may materially~~ different from ~~the terms of this Agreement. Franchisor shall charge~~ those contained herein. Franchisee shall pay a renewal fee ~~of equal to twenty-five percent (25%)~~ of the then current initial franchise license fee;

67. Franchisee ~~shall comply with~~ all required Owners, managers, and designated personnel complete and satisfy Franchisor's ~~then then-current~~ qualification and training, qualification, certification, and operational requirements as determined by Franchisor in its sole discretion;

78. Franchisee ~~must~~and its Owners execute a general release, and such other agreements and instruments ~~under seal, except to the extent limited or prohibited by law, in form and substance as~~ prescribed by Franchisor, releasing ~~any and all claims against~~ Franchisor and its past and present parents, subsidiaries, Affiliates, ~~directors, members, officers, shareholders~~directors, managers, employees, agents, representatives, successors, and assigns ~~(unless such claims have been filed in accordance with this Agreement and are then pending and not finally resolved, or are filed in accordance with this Agreement within 12 months from~~ any and all rights, duties, responsibilities, claims or causes of action whatsoever, whether in contract or in tort, existing by common law or by statute, known or unknown, heretofore existing between Franchisor and Franchisee, which may have accrued or which may accrue on account of, arising from, or in any manner growing out of or resulting from the franchise relationship and this Agreement governing that relationship after the execution of the successor franchise agreement. ~~Failure by Franchisee (and its Owners) to sign such agreements and releases or to pay the successor franchise~~ Nothing herein waives future compliance with applicable law. ~~Failure to execute such documents or pay the renewal fee,~~ within thirty (30) days after ~~such documents are delivered to Franchisee will be deemed an election by Franchisee not to acquire a successor franchise for Franchisee's Tint World® Center. Franchisee right to a successor franchise will be subject to~~ delivery shall be deemed Franchisee's election not to renew. Renewal is further conditioned upon Franchisee's ability to obtain secure a lease for the Center ~~†~~Location in form and substance satisfactory to Franchisor; and

89. The term "Successor Franchise Agreement" shall mean Franchisor's then-current form of franchise agreement, which may contain provisions materially different from those contained herein. ~~The term "Successor Franchise Agreement" shall also include, together with all~~ ancillary agreements ~~(including that Franchisor then requires in connection with granting franchises for operation of Tint World® Centers, including without limitation, personal guarantees by Franchisee's and its Owners and a remodeling agreement in form and substance satisfactory to Franchisor) which Franchisor then currently uses in granting franchises for the operation of Tint World® Centers.~~

VIII. FRANCHISEE'S INITIAL INVESTMENT

~~The Franchisee's total initial investment will vary depending upon the size of the~~ Franchisee's total initial investment will vary based on numerous factors, including, without limitation, the size of the Center, its geographical location, required leasehold improvements, the number of Tint World® Centers acquired, market conditions, and other factors variables beyond Franchisor's control.

Franchisee represents and certifies that Franchisee has reviewed the estimated start-up costs set forth in Item 7 of the Franchise Disclosure Document (the "FDD") and has sufficient financial resources to fund all required start-up expenses and ongoing operational costs. Franchisee further acknowledges and agrees that the estimated initial investment disclosed in the FDD is only an estimate and does not constitute a representation, warranty, or guaranty of actual costs. Franchisor makes no representation or guaranty that Franchisee's actual costs or expenditures will not exceed the estimated amounts disclosed in the FDD. Franchisee acknowledges that such start-up costs are separate from and in addition to the franchise fee and any other fees required under this Agreement. This Agreement shall be delivered to Franchisee after execution and acceptance by Franchisor and, in any event, within thirty (30) days after written request by Franchisee.

~~Franchisee hereby certifies that he or she has reviewed the estimated start-up costs as detailed in the Franchise Disclosure Document and has sufficient cash resources available to meet said expenses. Franchisee acknowledges that the estimated initial investment range disclosed in Item 7 of the Franchise Disclosure Document is only an estimate and not a representation of the actual costs and expenses Franchisee may incur in developing and opening the Tint World® Center. Franchisor makes no representation or guaranty that Franchisee's initial expenditures or investment will not exceed the estimates. Franchisee further acknowledges that the start-up costs are in addition to the franchise fee. This Agreement shall be delivered to Franchisee by Franchisor after the Opening Date and within 30 days written request by Franchisee.~~

IX. FRANCHISEE'S INITIAL FRANCHISE FEE

A. Time Limit for Starting Business

Franchisee shall have the right and obligation to secure a site for Franchisee's Tint World® Center (the "Center Location") acceptable to Franchisor within one year of this Effective Date as provided in Section XII.C. and complete the construction of the Tint World® Center (the "Construction") in accordance with the provisions and requirements of Section XII.D. hereof, and opens the Tint World® Center within eighteen (18) months of the Effective Date (the "Opening Date").

If Franchisee fails to lease or purchase a Center Location that is approved by Franchisor and otherwise complies with the terms of this Agreement within one year after the Effective Date and/or open the Tint World® Center within the required eighteen (18) month after the Effective Date due to reasons beyond Franchisee's control (such as acts of God, unavoidable delays in obtaining zoning permits or unavoidable construction delays), Franchisor ~~shall~~ may grant a three (3) months extension, and may grant such other extensions in Franchisor's sole discretion for Franchisee to secure a site and open Franchisee's Tint World® Center. Upon the grant of such extension(s) by Franchisor, the Effective Date will be commensurately extended, provided that Franchisee signs a new then-current form of Franchise Agreement that Franchisor then-currently uses in granting franchises for the operation of the Tint World® Center, which may contain provisions materially different from those contained herein.

If for any reason Franchisee fails to secure a site for the Tint World® Center acceptable to Franchisor within one year after the Effective Date and/or open the Tint World® Center within eighteen (18) months after the Effective Date, or any extension(s) granted by Franchisor, then Franchisor may terminate this Agreement and ~~will~~ shall not refund Franchisee's initial franchise fee or any other fees paid by Franchisee and received by Franchisor. Upon such termination, Franchisee and its Owners ~~must~~ shall sign a general release and any other instruments that Franchisor requires in order to rescind all transactions between Franchisee and Franchisor.

If Franchisee owns or more existing ~~franchises and purchases~~ Tint World® Centers and acquires or opens additional ~~franchises~~ Tint World® Centers (each, an "Existing Tint World® Center"), Franchisee ~~hereby agrees to enter into~~ execute an amended and restated franchise Agreement on Franchisor's then-current form ~~of Franchise Agreement to~~

govern the operation of each such Existing Tint World® Centers, ~~which agreement~~ may contain provisions materially different from those contained herein; provided, however that the Opening Date and Expiration Date for each Existing Tint World® Center shall remain the same as set forth in the original franchise agreement ~~for each such Existing Tint World® applicable to that~~ Center. Franchisee further acknowledges that if Franchisee is authorized to develop or open one or more additional Tint World® Centers in the future (each, a “Future Tint World® Center”), Franchisee shall ~~enter into the~~ execute Franchisor’s then-current Franchise Agreement Franchisor uses in granting franchises for the operation of the Tint World® Center form of franchise agreement, which may contain provisions materially different from those contained herein.

During the term of this Agreement, Franchisee’s shall use the Center Location ~~shall be used~~ exclusively for the purpose operation of ~~operating~~ a franchised Tint World® Center. ~~In the event the building constituting or comprising a part of~~ If the Center Location or any portion thereof is damaged or destroyed by fire or other casualty, or ~~be is~~ required to be repaired or reconstructed by any governmental authority, Franchisee shall commence ~~the required~~ such repair or reconstruction of the building within ninety (90) days ~~from after~~ the ~~date of such~~ casualty or ~~notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement) and shall complete all required repair or reconstruction as soon as possible thereafter, in continuity~~ governmental notice (or within such shorter period as required by law) and shall diligently complete such work as soon as reasonably possible, but in no event later than ~~180 days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored building will be that which existed just~~ one-hundred-eighty (180) days thereafter. The restored premises shall, at a minimum, be returned to the condition existing immediately prior to the casualty; ~~however, every effort should be made to have the restored building include the~~ provided, however, Franchisee shall use commercially reasonable efforts to restore the premises in accordance with Franchisor’s then-current image, design, and specifications ~~of for~~ new ~~entry~~ Tint World® Centers. If the building Center Location is substantially destroyed ~~by fire or other casualty,~~ Franchisee may request approval to reconstruct ~~the building~~ or relocate the Tint World® Center ~~as provided in~~ in accordance with Section VI.C hereof ~~(the “Relocation of Tint World® Center”).~~

of this Agreement. It is understood and agreed that, except as expressly provided herein, this franchise is non-exclusive and ~~includes~~ grants Franchisee no right ~~of Franchisee~~ to sub-franchise or grant any sublicense of the Marks or System.

B. Cooperation Required

Franchisee shall reasonably cooperate with Franchisor to ~~ensure that the various actions occur which are necessary to obtain acceptance by~~ obtain Franchisor’s approval of the Tint World® Center location. ~~In particular, Franchisee and~~ shall furnish any ~~pertinent~~ information ~~as may be~~ reasonably requested by Franchisor, including information regarding Franchisee’s Business operations and financial condition.

C. Initial Franchise Fee

By executing this Agreement, Franchisee agrees to become a Tint World® Franchisee and to pay an “Initial Franchise Fee, (the “Initial Franchise Fee”) in the amount of \$49,950.00 for a single franchise, which is due in full upon execution of this Agreement ~~and receipt of which is hereby acknowledged by Franchisor.~~ The Initial Franchise Fee shall be paid in a lump sum in U.S. funds and shall be deemed fully earned and nonrefundable.

X. OTHER FEES

A. Royalty Fees

Franchisee shall pay to Franchisor ~~an on-going~~ a continuing weekly ~~Royalty~~ Fee ~~(the “Royalty Fee”)~~ equal to the greater of: (a) Five Hundred Dollars (\$500.00 ~~per week,~~ subject to annual increases based on the up to the amount of the Consumer Price Index (CPI) increase, or (b) six percent (6%) of Franchisee’s weekly Gross Revenues, payable weekly and received by us within five (5) days after the end of each calendar week’s accounting period (Sunday through Saturday) during the term of this Agreement and any extensions or renewals ~~thereof.~~ ~~If this Agreement is,~~ ~~For a new Tint World® Center that has never been opened for business, then,~~ the minimum weekly Royalty ~~of \$500.00, subject to annual increase based on the CPI, shall begin~~ Fee, shall commence on the six (6) month anniversary ~~of the opening of date.~~ Franchisee’s Tint World® Center. The Royalty Fee is payable weekly and shall be paid by Franchisee so that the

~~Royalty Fee is actually received by Franchisor within five days from the end of each calendar weeks accounting period (i.e., Sunday through Saturday period).~~ shall not have the right to offset, deduct, or otherwise reduce any Royalty Fee for any reason whatsoever.

~~The Royalty Fee is nonrefundable, and is not collected on behalf of nor paid to any third party. Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.~~

B. National Advertising Fund Contributions

Recognizing the value of advertising, ~~and the importance of the standardizing of~~ and advertising to enhance the ~~good will~~ goodwill associated with the Marks, ~~to promoting the sales of Authorized Products and Services, and to developing and maintaining a favorable public image of Tint World®,~~ Franchisee ~~agrees~~ acknowledges that Franchisor has the right to establish, institute, maintain, and administer a central advertising fund for ~~such~~ and advertising ~~or and~~ public relations programs as Franchisor, in its sole discretion, ~~may deem~~ deems appropriate to promote and protect the Tint World® brand. Franchisee ~~agrees~~ further acknowledges that Franchisor has the right to determine, conduct, and administer all national, regional, local, and other marketing, advertising, promotions, market research, and ~~other~~ related activities for Tint World® ~~as may be instituted from time to time,~~ including ~~advertising and marketing those~~ those funded by the National Advertising Fund (the “NAF”), and that Franchisor ~~has the right to direct all such advertising and marketing with~~ shall have sole authority and discretion over all aspects ~~thereof of such programs,~~ including the concepts, materials, media, nature, type, scope, frequency, ~~place~~ location, form, copy, layout ~~and,~~ content, endorsements ~~and media used in such programs,~~ and the placement ~~or and~~ allocation of such programs. Franchisor also reserves the right ~~to determine in Franchisor’s, in its~~ sole discretion, to determine the composition of all geographic territories and ~~M~~ market ~~A~~ areas for the implementation and development of such programs.

Franchisee shall ~~contribute~~ pay to Franchisor a weekly fee to the National Advertising Fund (the “NAF Fee”) equal to the greater of: (a) One Thousand Dollars (\$1,000.00 per week), subject to annual increases based on the up to the amount of the Consumer Price Index (CPI) increase, or up to 6% of Franchisee’s total weekly Gross Revenues ~~or such other amounts that Franchisor may institute from time to time, and shall be paid weekly by Franchisee so that the NAF fee is actually, payable weekly and~~ received by Franchisor us within five (5) days ~~from after~~ the end of each calendar week’s accounting period ~~(i.e., Sunday through Saturday period) for as~~ during the term of this Agreement and any extension or renewal so long as the NAF remains in operation. Franchisor ~~or in its sole discretion, shall determine the NAF weekly contribution amounts to be designated from time to time, but said amounts will not exceed the greater of \$1,000.00 per week or 6% of Franchisee’s weekly Gross Revenues.~~ shall not have the right to offset, deduct, or otherwise reduce any NAF Fee for any reason whatsoever. In Additionally, all cooperative marketing and advertising allowances generated from ~~the~~ purchases of Products and Services by Franchisee ~~and or~~ and Franchisor shall be paid directed into the NAF. ~~Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.~~

Franchisor ~~agrees to~~ shall administer the NAF for the creation, development, and implementation of marketing, advertising, and related programs and materials to enhance the goodwill associated with the Marks, ~~to promoting the sales of Authorized Products and Services, and to develop and maintain a favorable public image of Tint World® for the benefit of all Tint World® Centers and related Businesses.~~ The funds collected by the NAF and any earnings thereon, are not and shall not be an asset of Franchisor or any Franchisee. All Tint World® Centers owned by Franchisor and its Affiliates ~~must~~ shall contribute to the NAF in the same manner and proportion as ~~all~~ Franchisees.

Franchisor may use ~~the monies accumulated from the~~ the NAF funds to pay ~~for~~ all costs and expenses associated with such programs and materials, including ~~the staff costs of staff,~~ preparing, producing, and distributing marketing, advertising, and related ~~programs and~~ materials, contracting advertising agencies and media buying agencies, supporting market research activities, administering the NAF, and all other related ~~costs and~~ expenses. Although the NAF is intended to ~~enhance the good will associated with the Marks, to promoting the sales of Authorized Products and Services and to develop and maintain a favorable public image of Tint World® Centers and for the benefit of all Tint World® Centers~~ benefit the System as a whole, Franchisor ~~cannot assure Franchisee~~ does not guarantee that any particular

Tint World® Center, or ~~that Tint World®-Centers in a particular~~ within any specific Market Area, will benefit directly or on a pro-rata basis from any marketing, advertising, or related program.

The term “Creative” includes all costs associated with creating, developing, and distributing national or general advertising, marketing, promotions, public relations, and market research programs and related activities, including, ~~but not limited to, costs relating to preparing~~ costs for television, video, audio, radio, magazine, newspaper, direct mail, print ~~ads~~ advertising, sales collateral ~~material~~, outdoor advertising, digital marketing, email, and e-newsletters, social media, ~~smart phone~~ mobile applications, websites, call center scripts, reputation management, and other ~~currently-existing~~ and/or future ~~developed~~ media programs and materials ~~and, together with all~~ related ~~activities and associated~~ fees, charges, ~~and~~ commissions, ~~including fees and commissions charged for~~ and creative ~~works~~ costs. As part of the Creative portion of the NAF, Franchisor may ~~furnish~~ provide Franchisee with marketing, advertising, and promotional materials at cost, plus ~~any related~~ applicable administrative, shipping, handling, and storage charges. The term “National Advertising” includes all costs associated with placing and purchasing national media advertising (~~e.g., national television, print media and electronic media~~) and related activities including, but not limited to, ~~general marketing~~ national television, print media and electronic media, promotional programs, printing, mailing lists, postage, point of sale materials, newsletters, search engine optimization, paid search, social media, web marketing, website development, website hosting, ecommerce, ~~other~~ digital advertising, SMS text marketing ~~programs~~, telephone prospecting, trade shows, conventions, sponsorships, public relations activities, sales development, sales training, technical training, platform systems (~~e.g., including~~ intranet, CRM, email, internet marketing, cataloging, reputation management, reporting, remote call forwarding, social media, press release), and other lead generating and sales building ~~related activities and associated~~, together with all related fees, charges, and commissions, including ~~fees charged by national spokespersons~~ spokespersons fees and commissions charged by advertising agencies and media buying companies. The term “Directory Advertising” includes all costs associated with placing and purchasing advertising in classified ~~advertising~~ directories through ~~various media, includes~~ print ~~and/or~~ electronic media ~~and, including all~~ related activities ~~and associated~~, fees, and commissions, including commissions charged by media buying companies. The term “Local Advertising” includes all costs associated with regional and local advertising, marketing, promotional programs, and related activities ~~and, together with all~~ associated fees and commissions, including commissions charged by advertising agencies and media buying companies. ~~To the extent any costs can be allocated to more than one of the above categories or to the extent that any costs appropriately charged to the NAF do not fall within a particular category, Franchisor may, in Franchisor’s sole discretion, allocate such costs to one or more of such categories.~~

The NAF ~~will~~ shall be accounted for separately from Franchisor’s other funds and ~~will~~ shall not be used to defray ~~any of~~ Franchisor’s general operating expenses, except for the Annual Reimbursement ~~and~~, repayment of any advances or loans made by Franchisor ~~may make~~ to the NAF, and Franchisor’s ~~such~~ reasonable salaries, administrative costs, travel expenses, and overhead ~~as Franchisor may incur~~ in activities related to the connection with administration of the NAF and its programs, including ~~conducting~~ market research, ~~preparation~~ ingation of advertising, promotional and marketing materials, and ~~the~~ collecting on and accounting ~~for of~~ NAF contributions ~~to the NAF. The media in which advertisements may be disseminated. Advertising may be placed in various media, including print ads, radio, and television and may be conducted, on a regional or national basis, and Franchisor intends to use~~ may utilize an advertising agency to create and place such advertising. Franchisor may ~~sexp~~ pend on behalf of the NAF, in any fiscal year an amount greater or less than ~~the aggregate contribution of all~~ total contributions ~~in~~ collected during that year, and the NAF may borrow ~~from Franchisor or others~~ funds to cover deficits or invest ~~any~~ surplus funds for future use. All interest earned on ~~monies contributed to the NAF will be used to pay~~ NAF contributions shall be applied to advertising costs before other NAF assets ~~of the NAF~~ are expended. Franchisor ~~will~~ shall prepare an annual un-audited statement of monies collected and costs incurred by the NAF (the “Annual NAF Statement”), ~~and shall provide~~ Franchisee will furnish with a copy ~~of the Annual NAF Statement to upon~~ Franchisee’s; provided that Franchisee submits a written request ~~for the Annual NAF Statement submitted~~ on or before March 31 following the close of the applicable fiscal year for which the Annual NAF Statement was prepared.

Franchisor ~~will~~ shall maintain an adequately staffed advertising department to manage and administer advertising and related programs funded by the NAF. Franchisor shall be paid annually from the NAF a fee equal to ten percent (10%) of all contributions made ~~into~~ to the NAF (the “NAF Management Fee”) for ~~these~~ such management and administrative services. ~~Franchisor may pay itself the, which may be paid in~~ quarterly installments each year for managing and administering the NAF. Franchisor ~~will~~ shall allocate ~~the~~ NAF Fees contributions and ~~the~~ costs relating

~~to~~ associated with the annual audit of the NAF revenues and expenses ~~of the NAF~~ proportionately ~~to~~ among the Creative, National Advertising, Directory Advertising, and Local Advertising portions of the NAF.

All disbursements from the NAF ~~will~~ shall be made first from income and then from contributions. Franchisor may compromise any claim for past due NAF contributions ~~to the NAF from any~~ owed by Franchisee, provided that any compromise ~~of contributions to the NAF will~~ shall be proportionate to any contemporaneous compromise of other amounts owed by such Franchisee ~~owes to~~ Franchisor ~~and or~~ its Affiliates, and Franchisor ~~has the right to~~ may charge a proportionate ~~amount of the share of~~ collection costs against the compromised contributions. In any fiscal year, Franchisor may ~~se~~pend amounts that are ~~more~~ greater or less than the aggregate NAF contributions ~~of all Franchisees to the NAF in~~ collected during that year, ~~and Franchisor~~ may fund any deficits with contributions from future years. The NAF may borrow from Franchisor ~~(on commercially reasonable terms and rates)~~ or from other lenders to cover deficits ~~or, and Franchisor may~~ cause the NAF to invest any surplus for future use.

Except as ~~otherwise~~ expressly provided in Section X.B., Franchisor assumes no direct or indirect liability or obligation with respect to the maintenance, direction, or administration of the NAF, or to ensure that expenditures ~~by the NAF~~ in or affecting any geographic area are proportionate or equivalent to NAF contributions ~~to the NAF~~ made by Tint World® Centers operating in such geographic area or that Franchisees will benefit directly or in proportion to Franchisee's contribution to the NAF. ~~Additionally, n~~ Neither Franchisor nor the NAF shall be liable to Franchisee with respect to the maintenance, direction, or administration of the NAF, including ~~without limitation,~~ with respect to contributions, expenditures, investments, or borrowings, except for acts constituting willful misconduct. Franchisor does not act as a trustee or in any other fiduciary capacity with respect to the NAF.

~~The National Advertising Fee shall be payable by the Franchisee and actually received by the NAF within five days from the end of each calendar week accounting period in which the Gross Revenues were made, for as long as the NAF remains in operation. Franchisee is prohibited from offsetting or deducting this required NAF payment in any form or fashion. Franchisor requires Franchisee to pay these amounts using those methods of payment Franchisor may require from time to time as provided in Section X.F.~~

The Customer Referral and Website Lead Program is designed to generate customer referrals, commercial accounts and key accounts leads to Franchisees, ~~in exchange for compensation through the Franchisor or third-party operators. Upon developing one or more of any~~ such programs, Franchisor will provide Franchisee with applicable program details ~~of, and if the program and if such program is not part of~~ administered through the NAF or Local Advertising Cooperative, Franchisee ~~can decide~~ may elect whether ~~or to~~ participate. If Franchisee elects not to participate, ~~If Franchisee chooses to not participate,~~ Franchisor may, ~~at Franchisor's~~ in its sole and exclusive discretion, authorize ~~and designate~~ Franchisor, another Tint World® Centers franchisee, or any third-party authorized by Franchisor to provide ~~such~~ services to customers located within Franchisee's Designated Territory. Franchisee further acknowledges that ~~the~~ the NAF may be used ~~for the benefit of~~ to marketing, promoting, developing, and/or enhancing Mobile Services even if Franchisee is not authorized to provide Mobile Services.

C. Local Advertising Plan and Expenditures

1. Local Advertising Plan

Franchisee ~~agrees to create~~ shall develop and implement a local advertising and marketing plan ~~by which Franchisee shall and may~~ place local advertising in any media ~~it desires~~, provided ~~that~~ such advertising ~~conforms to the~~ complies with Franchisor's standards and requirements ~~of Franchisor~~ as set forth in Franchisor's the Brand Standards Manual or otherwise designated by Franchisor. Franchisee shall not advertise the Business in ~~connection~~ conjunction with any other Tint World® Centers, ~~except~~ without Franchisor's prior written approval. Franchisee shall ~~obtain Franchisor's prior approval of all unapproved~~ submit all advertising and promotional plans and materials ~~that not previously approved by Franchisee or~~ desires to use 30 days before the start of any such plans. Franchisee shall submit such unapproved plans and materials to Franchisor (by personal delivery or through the mail, return receipt requested). Franchisee at least thirty (30) days prior to use and shall not use such plans or materials unless and until ~~they have been~~ approved in writing by Franchisor ~~and~~. Franchisee shall promptly discontinue use of any advertising or promotional plans ~~and or~~ materials upon ~~the Franchisor's~~ request ~~of Franchisor~~. Any submitted plans or materials ~~submitted by Franchisee to Franchisor which~~

~~have not been~~not approved or disapproved in writing ~~within 30 days of receipt thereof~~, by Franchisor; within thirty (30) days after receipt shall be deemed unapproved.

Franchisor shall ~~oversee~~administer and control all advertising and promotional programs funded in whole or in part by the NAF and shall have ~~the sole~~ and absolute discretion to approve or disapprove ~~the all~~ creative concepts, materials ~~and media used in such programs, and the~~, content, media selection, timing, placement, and allocation ~~thereof~~ advertising and promotional expenditures. Franchisee ~~agrees and~~ acknowledges and agrees that Franchisor ~~undertakes~~ has no obligation ~~in administering the NAF to make expenditures for Franchisee which is to~~ expend NAF funds in any amount equivalent or proportionate to ~~its~~ Franchisee's contributions, nor to ensure that Franchisee ~~benefits~~ receives any directly, indirect, or pro-rata benefits from any advertising or promotional activities conducted ~~under any Advertising Fund~~ through the NAF or otherwise.

2. Local Advertising Expenditures

In addition to the NAF ~~contributions, during the term of this Agreement, Franchisor strongly recommends that~~ Fee, Franchisee shall expend ~~a minimum of not less than two percent (2%) of the~~ its weekly Gross Revenues of Franchisee's Tint World® Center on Local Advertising and Promotion (the "Local Advertising"). All local ~~advertising and promotion that Franchisee conducts must be approved by Franchisor and be consistent with the Marks, and Franchisor shall have the right to approve or disapprove any advertising proposed for use~~ marketing expenditures shall be made in accordance with Franchisor's standards, specifications, and approved marketing programs, and shall be subject to Franchisor's prior approval if required by Franchisor. Franchisee shall maintain complete and accurate records of all local marketing expenditures and shall provide such records to Franchisor upon request. If Franchisee fails to expend the required minimum amount on local marketing during any period, Franchisor shall have the right, but not the obligation, to collect the deficiency from Franchisee and administer such funds on Franchisee's behalf through the National Advertising Fund (NAF) or such other marketing programs as Franchisor may designate. Franchisor may, in its sole discretion and upon written notice to Franchisee, require that some or all of Franchisee's required local marketing expenditures be contributed directly to the NAF or other regional or system-wide advertising programs designated by Franchisor. All amounts required to be expended under this Section shall be in addition to, and shall not offset, reduce, or be credited against, any NAF Fee or other fees payable by Franchisee.

under this Agreement. Franchisee shall maintain Tint World® Center listings in principal telephone directories ~~in~~ within Franchisee's primary trading area; ~~Franchisor will decide which directories are in Franchisee's primary trading area. Franchisee is free to undertake additional advertising at its own expense, but all of the advertising programs, including materials used, must be approved, as determined by Franchisor in advance of Franchisee's use.~~

3. Mobile Services Advertising Expenditures

If Franchisee is authorized by Franchisor to provide Mobile Services, Franchisee shall contribute to the National Advertising Fund (the "NAF") a continuing Mobile Services advertising expenditure (the "Mobile Services Advertising Expenditure") in the amount of Five Hundred Dollars (\$500.00) per week, commencing upon the initiation of Mobile Services operations, subject to annual increases up to the amount of the Consumer Price Index (CPI) increase, payable weekly and received by us within five (5) days after the end of each calendar week's accounting period (Sunday through Saturday) during the term of this Agreement and any extension or renewal so long as the NAF remains in operation. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for your Center and all other fees payable by Franchisee under this Agreement. Franchisee shall not have the right to offset, deduct, set off, recoup, or otherwise reduce any Mobile Services Advertising Expenditure or any other amounts owed to Franchisor for any reason whatsoever.

~~If authorized by Franchisor to offer and provide Mobile Services, in addition to the operation of Franchisee's Tint World® Center, Franchisee shall contribute a continuing weekly Mobile Services advertising expenditures (the "Mobile Services Advertising Expenditure") equal to an amount of \$500 per week beginning on the initiation of Franchisee's Mobile Services operations. The Mobile Services Advertising Expenditure shall be payable weekly and received by Franchisor within five days from the end of each calendar weeks accounting period during the term of this Agreement that Franchisee is authorized to offer and provide Mobile Services. The Mobile Services Advertising Expenditure is subject to annual increase equal to and based on the CPI. The Mobile Services Advertising Expenditure is in addition to the NAF Fee contributions for Franchisee's Tint World® Center. Franchisee is prohibited~~

~~from offsetting or deducting this required Mobile Services Advertising Expenditure in any form or fashion.~~

D. Grand Opening and Startup Advertising Expenditures

Franchisee shall conduct (a) a “Grand Opening Promotion” for the Tint World® Center commencing ~~20~~thirty (30) days before and ending ninety (90) days after the Tint World® Center opening (the “Grand Opening Promotion”). Franchisee shall expend a minimum of Ten Thousand Dollars (\$10,000.00-~~on~~), payable to the NAF for the Grand Opening Promotion, which must be used during the first three months of opening Franchisee’s Tint World® Center; and (b) In addition to the NAF contributions and the Grand Opening Promotion, Franchisee shall engage in a Franchisor approved ~~and designated~~ “Startup Advertising-Contributions” ~~local campaign expenditure in an amount of \$500 per week for each week during the first 6 months beginning on the store opening day”~~ for the Tint World® Center commencing thirty (30) days prior to and for a minimum of twenty-six (26) weeks following the opening of Franchisee’s Tint World® Center (the “Startup ~~Local~~ Advertising”). Franchisor ~~may require that the Startup Local Advertising be contributed and paid directly to Franchisor and/or~~ shall expend a minimum of Five Hundred Dollars (\$500.00), per week, payable to the NAF, and received by Franchisor within five (5) days ~~from~~after the end of each calendar week’s accounting period, ~~and that Franchisor may direct Franchisee’s Startup Local Advertising during the designated 6 month period (Sunday through Saturday).~~

Franchisee ~~must hold~~shall conduct at least one ~~day long~~full-day “Grand Opening Event” within the first ninety (90) days ~~of~~after the Center openings, ~~wherein Franchisee invites~~during which prospective customers are invited to visit the Tint World® Centers ~~to for a celebration and for staff to meet and greet customers~~Franchisee’s staff. Franchisor may advise or ~~instruct~~direct Franchisee regarding ~~the~~ event preparation, advertising placement, and promotional items. Unless otherwise designated by Franchisor, Franchisee shall ~~expend~~remit the required Grand Opening ~~Expenditure~~ to the NAF when upon execution of the lease agreement for the ~~Tint World®-Center is signed, which, and such expenditure~~ shall be administered through the NAF.

E. Websites and Internet Activities

Franchisor currently maintains and provides a ~~World-Wide~~worldwide W website and internet presence in connection with Franchisee’s Tint World® Center, and Franchisee ~~agrees to~~shall comply with ~~the all applicable~~ terms of service and related policyies. Franchisee ~~must~~shall obtain Franchisor’s prior approval for any ~~other internet~~additional domain name, home page address, or other internet-related activities ~~y that~~ Franchisee ~~may~~desires to undertake, which, if approved in Franchisor’s sole discretion, must be administered by Franchisor or its ~~D~~esignated ~~S~~upplier ~~for such services~~. Franchisee ~~must also~~shall submit ~~to Franchisor for~~ Franchisor’s prior approval, printouts of all proposed website pages, materials, and content ~~Franchisee’s proposes to to be used for in connection with any~~ such internet ~~and/or~~ website activities. Franchisor may require Franchisee to include hyperlinks and/or other links to Franchisor’s website ~~and/or any may impose such~~ other requirements as Franchisor ~~may~~ determines. Franchisee ~~cannot~~shall not modify ~~such any approved~~ website without Franchisor’s prior approval. Franchisor considers any online discussions ~~about or~~ promotion of the ~~Tint World®-Center~~ by Franchisee or ~~its~~Franchisee’s employees or agents ~~on or via the internet (, including, without limitation, on or via through social media websites) to be, to constitute~~ advertising, ~~and since such discussions or promotions are in writing, they are considered to be advertising materials~~therefore subject to the requirements of this paragraph. Franchisee ~~agrees to~~shall comply, and ~~to~~shall cause its employees and agents to comply, with Franchisor’s social media policy as ~~it may be supplemented or amended by Franchisor, in its discretion,~~ from time to time in Franchisor’s discretion. Franchisee ~~cannot~~shall not post on ~~its any~~ website, any material ~~(, including text, video clips, photographs, images, and sound bites) or audio~~, in which any third party has any direct or indirect Ownership Interest.

F. Royalty Fee and Payment Administration

As used in this Agreement, “Gross Revenues” are means all the revenues derived from or in connection with the operation of Franchisee’s Tint World® Center, whether from ~~sales for~~ cash or credit, sales and irrespective of their collection, including charges for Authorized Products and Services and applicable proceeds from any business interruption insurance for Franchisee’s Tint World® Center, but excluding sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sale price, collected from the customer and remitted to the appropriate tax authorities. Gross Revenues also include revenues derived from any products or services sold and/or performed from or in connection with Franchisee’s Tint World® Center that are not Authorized Products and Services, ~~without such; however, the~~

inclusion ~~in this definition or the related~~ of such revenues and the collection of royalty fees ~~and/or~~ advertising contributions thereon shall not constitute an acknowledgment ~~or admission~~ by Franchisor that such products or services are ~~A~~ authorized ~~Products and Services, nor constituting in any manner~~ a waiver of Franchisor's right to assert that ~~any~~ such sales breaches this Agreement or otherwise violates Franchisor's rights.

All initial Franchise fees, Continuing Service of Royalty payments, NAF contributions, Local Advertising Cooperative contributions, purchases from Franchisor or Franchisor's affiliates, and all other payments due hereunder this Agreement shall be paid using by EFT ("Electronic Fund Transfer"), ACH ("Automated Clearing House"), or such other payment methods as Franchisor may requires from time to time to process automatic withdrawals payments to from Franchisee's ~~main depositing bank account. Franchisee agrees to sign all required documents, pay such bank and associated transactions fees, and do such things necessary to facilitate Franchisor's ability to automatically process electronic debits and credits to Franchisee's main~~ primary depository business checking account. Franchisee shall execute all required authorizations, pay all applicable bank and transactions fees, and take all actions necessary to permit Franchisor to initiate electronic debits and credits to such account. Franchisor may require ~~other automated~~ invoice ~~automation~~ collections in whole or in part, directly from customers, corporate accounts, regional accounts, or national accounts, and/or use may utilize third party billing ~~to provide systems to for~~ automatic debit/ and credit ~~payments to Franchisee's main depository business checking account that Franchisor may establish. Franchisee is prohibited from offsetting or deducting these required payments processing.~~ If Franchisee provides services to National and Fleet Accounts for which Franchisor or a third party collects payments, Franchisor may, in its sole discretion, administer centralized billing, collect all payments, deduct a five percent (5%) processing fee, and remit net amounts in accordance with Franchisor's allocation procedures, which shall be final and binding. Franchisor requires Franchisee to remit such payments only through the payment methods designated by Franchisor from time to time pursuant to Section X.F.

~~in any form or fashion~~ All fees described in this Section (including the Royalty Fee, NAF Fee, and Mobile Services Advertising Fee) shall be payable weekly and received by Franchisor within five (5) days after the end of each calendar week's accounting period (Sunday through Saturday), unless otherwise specified herein. All such fees shall be paid using such payment methods as Franchisor may require from time to time. Franchisor reserves the right, in its sole discretion, to modify payment methods, reporting requirements, and administrative procedures related to the collection of any fees upon at least thirty (30) days' prior written notice to Franchisee, provided that such modifications are applied on a system-wide basis. All fees payable under this Agreement are non-refundable and are not collected on behalf of, or paid to, any third party unless expressly stated otherwise. Franchisee shall not have the right to offset, deduct, or otherwise reduce any fees payable under this Agreement for any reason whatsoever. No restrictive endorsement ~~of on~~ any check or in any ~~letter or other communication~~ accompanying ~~any payment will bind~~ correspondence shall be binding on Franchisor, and Franchisor's acceptance of any such payment ~~will shall~~ not constitute an accord and satisfaction. Franchisor ~~shall may~~ charge Franchisee interest and/or late fees ~~if Franchisee does not pay Franchisee's Franchise Fees, Royalty fees, NAF contributions, Local Advertising Cooperative contributions, and all other payments hereunder to Franchisor in a timely manner for any untimely payments,~~ as set forth in Section X.G., of this Agreement.

Franchisor may apply any of Franchisee's payments to Franchisor ~~to toward~~ any of Franchisee's past due indebtedness ~~for owed by Franchisee, including~~ Royalty Fees, NAF contributions, Local Advertising Cooperative contributions, purchases of products or supplies, or any other past due indebtedness to Franchisor or any of Franchisor's Affiliates, notwithstanding any contrary designation by Franchisee; provided that any payments that are designated as NAF contributions ~~will shall~~ be applied first to any currently due or past due NAF contributions. Franchisee agrees that all such payments will be made as and when due without any setoff, deduction, or prior demand thereof.

Notwithstanding ~~the provisions of~~ Section X.A., ~~and the~~ Royalty ~~Fees payable pursuant thereto~~ and NAF contributions payable pursuant to Sections X.A. and X.B., on with respect to work performed for commercial customers who do not pay ~~for those services~~ at the time ~~they services~~ are performed, (i.e., trade accounts), ~~shall be paid by Franchisee shall pay the applicable Royalty Fees and NAF contributions on~~ the earlier of seven (7) days after ~~the date receipt~~ of payment from the customer, but in not event later than forty-five (45) days after the applicable sales or services ~~are is~~ performed. If Franchisee can demonstrate, within one (1) year after the sales or services ~~have been is~~ performed ~~for that~~ a particular commercial ~~customer's account, that such~~ account is uncollectible, Franchisee may assign such account to Franchisor, and Franchisor ~~will shall~~ credit Franchisee for the amount of Royalty and NAF contributions

~~that Franchisee has~~previously paid on such uncollectable account, provided Franchise assigns the full uncollectable account debt to Franchisor for collection.

Notwithstanding anything to the contrary contained in Section X.A.: (a) the ~~Royalty~~ Fee will be ten percent (10%) of all Gross Revenue, ~~if Franchisee fails to provide Franchisor required reports and information using the required computer systems in accordance with Section XIV.G.;~~ (b) the ~~Royalty~~ Fee will be ten percent (10%) of all unreported Gross Revenues, including ~~those uncovered by amounts identified through~~ an audit conducted pursuant to Section XIV.B.; and (c) Franchisor ~~has reserves~~ the right, in its sole discretion, to establish ~~the amount of the and implement~~ Royalty fee for Fees applicable to any new products ~~and/or~~ services that ~~become part of are added to the~~ Authorized Products and Services from time to time, upon at least thirty (30) days' prior written notice to Franchisee, after the Effective Date.

G. Interest and Fees on Late Payments

If any payment or report is not actually received by Franchisor from Franchisee on or before the ~~specified date or applicable~~ due date, such payment or report shall be deemed overdue. ~~All~~Any amounts ~~which owed by~~ owed to Franchisor or any of its Affiliates, including ~~Royalty fee payments~~ Fees and advertising fund contributions, that ~~is are~~ not ~~actually received on or before the specified~~ when due ~~dates shall~~, in addition to Franchisor's ~~right to exercise all other~~ rights and remedies ~~available under this Agreement, Franchisor shall require Franchisee to pay in addition to the overdue amount, accrue~~ interest ~~on such amount~~ from the due date ~~it was due~~ until paid at the lesser of ~~the rate of eighteen percent (18%) per annum and/or the maximum rate allowed by the laws of the state in which Franchisee's Tint World® Center is located or any successor or substitute law permitted by law, for any dishonored payment due to insufficient funds, stop payment, or similar events~~ (hereinafter the "Default Rate"), until paid in full. In addition, Franchisor has the right to assess service charges per incidence for any dishonored payments from insufficient funds, stop payment or any similar event, if permitted by applicable law. To encourage prompt timely delivery and to cover ~~the costs and expenses involved in associated with~~ handling and collecting ~~all~~ Business Records, Certificates of Insurance, Gross Revenue statements, and any other documentation or records that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee ~~in the amount of \$100 per day on records and documentation for each day requested if Franchisee fails to deliver such record or document when due. After the non-compliance is not delivered when due. Upon receipt and approval of the required documentation is received and approved by Franchisor, Franchisor will terminate imposition of shall discontinue~~ the late report fee within ten (10) days for the next billing cycle, ~~after receiving the approved compliance documentation~~. Notwithstanding the imposition of interest or charges, Franchisee's failure to timely pay ~~all amounts, when due,~~ constitutes grounds for termination of this Agreement, ~~as provided in Section XXIII.~~

H. Software License Fee

Franchisee ~~is required to shall~~ enter into a and comply with one or more software license agreements (collectively, the "Software License Agreements") for the use of Tint World® proprietary ~~software programs which include~~ and required software systems in connection with the operation of the Center. Such software systems (collectively, the "Software Systems") may include, without limitation: (i) Tint World® POS Point of Sale Software; (ii) PRO-CUT Film Software; (iii) TINT-PRO Mobile Services Software; (iv) QuickBooks Online ("QBO") Accounting; (v) FranConnect HUB; (vi) Microsoft Office 365 with two Email (2) Exchange email A accounts; (vii) Zoom Phone Platform; (viii) contact center services; (ix) D data W warehousing; and such other software ~~that systems as Franchisor may be required as provided in the Operations Manual~~ from time to time. Franchisee shall pay all applicable software license fees, maintenance fees, and technology fees (collectively, the "Software License Fees") to Franchisor or to an approved supplier designated by Franchisor, as applicable. If Franchisee is ~~approved~~ authorized to provide Mobile Services, Franchisee ~~must shall~~ pay the any additional Software License Fees for Mobile Services in addition to the Software License Fee for Franchisee's Tint World® Center Operations. ~~Franchisee is required under the Software License Agreements to pay Franchisor or an Approved Supplier who Franchisor may determine, software maintenance and technology fees for Tint World® software programs. If Franchisee fails to transmit Franchisee's sales figures and customer data or not pay maintenance fees or any other fees due Franchisor or Franchisor's affiliates, Franchisee's software programs will become disabled, applicable to such services.~~

Franchisee ~~is~~ shall use the Software Systems as required ~~to~~ by Franchisor and shall accurately maintain Franchisee's Tint World® POS Point of Sale and QBO Accounting Software programs to produce, prepare, and submit financial reports and other computer-generated information Franchisor may require from time to time. The data that is stored in the all required data within such systems, including, without limitation, sales information data (including price and cost), customer identification information, and sales tax collected. Franchisee ~~is required to update and/or upgrade Franchisee's software and hardware system that Franchisor may determine~~ shall produce, prepare, and submit such reports, financial statements, and other computer-generated information as Franchisor may require from time to time. Franchisee shall not use any unapproved software, point-of-sale system, or payment processing service in the operation of the Center without Franchisor's prior written consent. Franchisee shall, at its sole expense, maintain all required hardware, software, telecommunications systems, and related infrastructure in good working condition and in compliance with Franchisor's standards. Franchisee shall promptly implement all updates, upgrades, modifications, substitutions, and replacements to the Software Systems and related equipment as required by Franchisor from time to time to ensure full system compatibility, operational efficiency, and optimum effective communication capability between and among computer systems. Franchisee, ~~at Franchisee's expense, is required to maintain Franchisee's computer system in good condition and promptly install all additions, changes, modifications, substitutions or replacements to hardware, software, telephone, power lines and other data transmission communications facilities as Franchisor directs from time to time.~~ acknowledges that timely and accurate data transmission and payment of all Software License Fees and other amounts due under this Agreement are essential to the operation of the System. Franchisor reserves the right, in its sole discretion, to suspend, restrict, or disable access to any Software Systems if Franchisee fails to (i) transmit required sales or customer data, or (ii) timely pay any Software License Fees or other amounts due to Franchisor or its affiliates. Such suspension or restriction shall not relieve Franchisee of any obligations under this Agreement.

I. Relocation Fee

Franchisee may relocate ~~its~~ the Tint World® Center within the Designated Territory only with the Franchisor's prior approval of Franchisor, which will not, which approval shall not be unreasonably ~~be~~ withheld ~~upon payment of the, provided Franchisee pays a~~ Relocation fee equal to twenty-five percent (25%) of the then-current franchise license fee, ~~and Franchisor's determinings~~ that the proposed relocation will not adversely affect ~~a~~ another franchisee's Tint World® Center ~~of another franchisee~~.

J. Contact Center Fees

Throughout the Term ~~of this Agreement~~ and any ~~applicable~~ renewal term, Franchisee shall exclusively use Franchisor's Contact Center Services and shall pay to Franchisor, ~~Franchisor's~~ affiliates, or designees, ~~a continuing, monthly, non-refundable e~~ Contact ~~e~~ Center ~~f~~ Fee (the "Contact Center Fees") ~~in an amount equal to a percentage (the "Contact Center Rate") of Franchisee's weekly Gross Sales. The Contact Center Rate shall not exceed the greater of \$100.00 per week or 6% of Gross Sales generated by Franchisee in the corresponding week. Franchisee agrees that Franchisor shall determine the Contact Center Rate in Franchisor's sole discretion and that Franchisor may modify the Contact Center Rate and the Contact Center Fees, with such amounts as Franchisor may establish from time to time. Franchisor shall, in Franchisor's sole discretion, determine the services that may or may not be included in may periodically modify the Contact Center Services and the services that are included in the Fee and the scope of Contact Center Fees Services from time to time. The Contact Center Fees shall be calculated on a monthly basis for each respective monthly accounting period. Franchisor requires Franchisee to pay the Contact Center Fees using those methods of payment Franchisor may require from time to time as provided in and paid in accordance with the payment methods required by Franchisor under~~ Section X.F.

K. Operations Non-Compliance Fee

In addition to all other rights afforded to Franchisor under this Agreement, in connection with any, each, and every violation of any term, provision, and/or operational requirement as set forth in Section XII of this Agreement, and/or related to ~~System~~ Brand Standards (an "Operations Violation"), within fourteen (14) days of Franchisor's invoice, Franchisee shall pay to Franchisor an operations non-compliance fee (the "Operations Non-Compliance Fee") in the amount of: (a) \$1,000 for each and every instance / event related to an Operations Violation involving the sale of services and/or products that are not Authorized Products and Services; (b) \$1,000 for each and every instance / event related to an Operations Violation involving any failure to exclusively use and purchase from Approved Suppliers; and (c) \$500 for

each and every instance for all other Operations Violations. Additionally, in each of the foregoing instances, within fourteen (14) days of Franchisor's invoice, Franchisee shall pay to Franchisor all costs and expenses incurred by Franchisor in connection with any inspections, audits, and/or re-inspections directed and/or undertaken by Franchisor for the purpose, as determined by Franchisor, of determining whether or not Franchisee's Operations Violation has been cured in accordance with Franchisor's standards and specifications. The foregoing does not constitute Franchisor's consent to and/or acquiescence to Operations Violations. Nothing contained in this Section shall be interpreted as interfering with and/or negating Franchisor's right and remedies as otherwise set forth in this Agreement. All rights and remedies of Franchisor are cumulative and shall be interpreted as cumulative to one another.

XI. FINANCING ARRANGEMENTS

Franchisee hereby acknowledges that financing is solely the responsibility of the Franchisee. The Franchisor does not ~~provide financing or~~ guarantee ~~the Franchisee's obligations of the Franchisee. The, or act as a surety in connection with any loan or other financing. The Initial~~ Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX.C., ~~of this Agreement.~~ If Franchisee ~~is seeking~~ third-party financing ~~in connection with~~ for the development and opening of the Tint World® Center, ~~upon receipt of a written request from Franchisee,~~ Franchisor may, upon request, identify ~~and refer Franchisee to one or several~~ potential financing sources ~~for financing~~ and provide ~~Franchisee with~~ general guidance ~~in connection with~~ regarding the loan application process; ~~however,~~ Franchisor makes no representations or warranties ~~with respect to any particular~~ regarding any lender or financing ~~opportunity and does not~~ terms and provides no guarantees or ~~other assistance in connection~~ credit support of any kind with the loan application process.

There are no waivers of defense by the Franchisee in ~~either the~~ this Franchise Agreement or any other documents evidencing obligations ~~to the~~ owed to Franchisor.

XII. GENERAL OBLIGATIONS OF FRANCHISEE

A. Follow ~~Operations~~ Brand Standards Manual and Directives of Franchisor

Franchisee acknowledges that ~~each and every~~ all aspect of the operation of Franchisee's Tint World® Center ~~is important~~ are material to Franchisor and ~~is~~ subject to Franchisor's ~~specifications and standards. Franchisee agrees to comply with all~~ mandatory specifications, standards, and requirements. ~~Franchisee agrees to strictly comply with all Brand Standards and operating procedures, and other obligations contained in the Operations Manual (the "Manual") relating to the development and operation of Tint World® Centers, including: (a) all aspects (other than prices set forth in the Brand Standards Manual (the "Brand Standards Manual") and other written directives issued by Franchisor, including, without limitation: (a) the offering, promotion, and sale (excluding pricing, except as otherwise permitted herein) of Authorized Products and Services offered and promoted and sold; (b) sales procedures, customer warranties, and customer services practices; (c) advertising and promotional programs; (d) employee appearance of employees and required uniforms; (e) safety, cleanliness, appearance, cleanliness and service standards of service and operation of Tint World® Centers; (f) minimum required days and hours of operation; and (g) accounting, reporting, and recordkeeping systems.~~

Franchisee ~~agrees to use Franchisor's System and~~ shall utilize the System solely as prescribed by Franchisor and shall strictly adherence ~~to the Manual, and to follow Franchisor's standardized design and specifications for decor and uniformity of equipment, layouts, signs, and other obligations that are essential to the image, décor, layout, signage, equipment, technology, and brand image requirements in order to preserve the uniformity, integrity, and goodwill thereof associated with the Marks and the System.~~ Franchisee shall fully cooperate ~~and assist Franchisor with~~ and participate in any customer satisfaction, quality assurance, quality control, operational review, compliance audit, or marketing research programs which implemented by Franchisor may institute from time to time. In ~~order to~~ furtherance of protecting the System and the goodwill associated therewith, Franchisee shall:

1. Operate the Tint World® Center and use the Brand Standards Manual solely in the manner prescribed by Franchisor and in strict conformity with System Standards;
2. Comply with ~~such~~ all requirements ~~respecting~~ relating to any service mark, trade name, trademark,

~~or~~ copyright ~~protection and~~, trade dress, fictitious name registrations, or other intellectual property protection as Franchisor may; direct from time to time; ~~direct~~;

3. Follow ~~the all~~ methods of preparation, installation, service, merchandising, sales, and presentation ~~so as to in~~ conformity ~~to the~~ with Franchisor's specifications and standards ~~of Franchisor~~ in effect from time to time;

4. Use only such supplies, equipment, materials, inventory, software, and products ~~so as to conform to that meet~~ Franchisor's specifications ~~in effect~~ and are purchased from Approved Suppliers as required from time to time;

5. Offer and Sell from the Tint World®-Center all only those Authorized pProducts and Services specified by Franchisor and ~~not sell or refrain from offering for sale~~ any other products or services of any kind ~~or character without first obtaining the express approval of Franchisor, which shall be at the full discretion of the Franchisor who shall have the sole right of decision in regard to all products to be sold in the Franchise Tint World®-Center. Franchisor shall have the right to not approve any product without Franchisor's prior written approval, which approval may be granted or withheld in Franchisor's sole and absolute discretion for any reason whatsoever or for no reason whatsoever;~~

6. Discontinue selling ~~or~~, offering ~~for sale~~, or using any products or service that Franchisor ~~may, in its absolute~~ removes from the Brand Standards or specifications in its sole discretion; ~~delete from its standards and specifications for any reason whatsoever or for no reason whatsoever;~~

7. Maintain ~~in sufficient supply, and use at all times, only such products, materials, supplies, standards of adequate inventory levels and adhere to all~~ cleanliness, health ~~and~~, sanitation, ~~and methods of safety, operational, and~~ service ~~as conform to Tint World®-standards and specifications; and to established by Franchisor, and~~ refrain from deviating therefrom ~~by using non-conforming items or methods~~ without Franchisor's prior written consent;

8. Purchase and maintain such additional equipment, technology systems, software, supplies, or products as ~~may be required by Franchisor, for the appropriate handling and selling of any~~ may require to properly offer and perform Authorized pProducts and sServices that become approved for offering in the System;

9. Require ~~clean uniforms conforming to such specifications as to color, design, etc. as Franchisor may designate, from time to time, to be worn by all of Franchisee's employees at all times while in attendance at the Tint World®-Center, and to cause all employees to present a wear~~ clean, approved uniforms and maintain a neat, professional appearance and ~~render to provide~~ competent ~~and~~, courteous, and consistent customer service ~~to customers, as may be further detailed in the in accordance with the Brand Standards Manual and Brand Standards;~~

10. Permit Franchisor or its agents, at any reasonable time, to remove from the Tint World® Center samples of ~~items~~ products or materials without payment therefore, in amounts reasonably necessary for testing ~~by Franchisor or an independent laboratory to determine whether said samples meet~~ to confirm compliance with Franchisor's then-current standards and specifications. In addition to any other remedies, it may have under this Agreement, Franchisor requires Franchisee to bear the cost of such testing if the supplier ~~of the item~~ has not previously been approved by Franchisor; ~~or if the sample fails to conform to Tint World®-specifications~~ Brand Standards;

11. ~~Not to Refrain from~~ installing or permitting to be installed on or about the Tint World®-Center, without Franchisor's prior written consent, the installation of any fixtures, furnishings, signs sage, décor, technology systems, equipment, or ~~other~~ improvements not previously approved ~~as meeting Tint World®-standards and specifications~~ in writing by Franchisor;

12. Employ a sufficient number of employees properly trained personnel and maintain ~~sufficient~~ adequate inventories ~~as necessary to operational capacity~~ to operate the Tint World® Center at ~~its maximum capacity as the level~~ prescribed or approved by Franchisor and ~~to in~~ compliance with all applicable Laws ~~with respect to such employees;~~

13. ~~Not~~ Refrain from engaging in any deceptive, unlawful, unethical, misleading, or unfair trade

practice, or ~~other~~any activity ~~or sell any product or use literature which~~that Franchisor determines, in its reasonable discretion, to be harmful to the goodwill ~~or to reflect unfavorably on the~~, reputation ~~of Franchisee or Tint World®, the Tint World® Center, or the products sold thereat; or which constitutes deceptive or unfair competition, or otherwise is in violation of any applicable laws. The above limitations are closely related to the Tint World® Center image, purpose, and marketing strategy of the System, and therefore any change therefrom would fundamentally change the nature of the business; and,~~ integrity, or image of the System or the Marks; and

14. ~~Offer, sell, market, and provide Mobile Services in strict conformity with the System and System Standards including, but not limited to the maintenance and operation of dedicated Service Vehicle(s) and employees to exclusively offer and provide Mobile Services in accordance with the System and provided that Franchisor~~If ~~authorizes Franchisee to provide Mobile Services, and that Franchisor has not withdrawn~~pursuant to a duly executed Mobile Services Addendum, strictly comply with all Mobile Services Brand Standards, including maintaining dedicated service vehicles, branding, technology integration, insurance, and personnel exclusively designated for Mobile Services, and acknowledge that such authorization may be modified or withdrawn by Franchisor's ~~approval~~in its discretion for failure to comply.

B. Open Business Within Time Limit

Franchisee shall, Within one (1) year after following execution of this Agreement, ~~Franchisee must have a signed~~secure a fully executed lease or ~~have purchased the~~complete the purchase of the approved premises for Franchisee's Tint World® Center Location. Franchisee ~~shall have~~must obtained Franchisor's ~~approval~~written authorization to open and shall ~~have~~opened and commence continuous operations of the Tint World® Center ~~and commenced operations~~within eighteen (18) months after the Effective Date, or as otherwise expressly provided in Section IX.A. Time is of the essence. PriorAs a condition to opening, Franchisee shall complete to Franchisor's satisfaction ~~all preparations of the Tint World® Centers, in accordance with specifications set forth in the Operations Manual, and as required by local governmental agencies, including the installation of fixtures, furnishings, and equipment and the acquisition of supplies and inventory,~~ all build-out, improvements, installations, training, staffing, inventory acquisition, and other pre-opening requirements in strict compliance with the Brand Standards Manual, Franchisor's specifications, and all applicable governmental requirements.

C. Site Selection

Franchisee ~~agrees to~~shall lease or purchase, in accordance with ~~the terms of~~ this Agreement and subject to Franchisor's approval, the premises constituting ~~and comprising~~ Franchisee's Center Location within one (1) year of the Effective Date. Franchisor ~~has~~shall have the right to approve the terms of any lease, sublease, or purchase ~~contract for Franchisee's agreement for the~~ proposed Center Location, which approval ~~will~~shall not be unreasonable withheld. Franchisee ~~agrees to deliver~~shall provide Franchisor with a copy of ~~such~~the proposed lease, sublease, or purchase ~~contract to Franchisor for Franchisor's agreement for~~ approval ~~before Franchisee signs it~~prior to execution. Franchisee further agrees that any lease or sublease ~~for the proposed Center Location~~ shall, be in form and substance acceptable to Franchisor and shall: (a) provide ~~for Franchisor~~ notice ~~to Franchisor~~ of Franchisee's default ~~under the lease or sublease~~ and an opportunity ~~for Franchisor~~ to cure ~~such default~~; (b) require the lessor or sub-lessor to disclose to Franchisor, ~~on Franchisor's~~upon request, sales and other information furnished by Franchisee; (c) give grant Franchisor the right ~~on any, upon~~ termination or expiration of this Agreement, to assume the lease or sublease or to enter into a further sublease for a period of not less than twelve (12) months and not more than eighteen (18) months (the "Interim Sublease"), without the lessor's or sub-lessor's consent; (d) give Franchisor the right to enter the Center Location to make ~~any~~ modifications ~~to Franchisee's Tint World® Center~~necessary to protect Franchisor's rights ~~to in~~ the Marks; (e) provide that the lessor and/or sub-lessor relinquishes to Franchisor, ~~on any such~~upon termination or expiration of this Agreement, any lien or other Ownership Interest, ~~whether by operation of law or otherwise, in and to in~~ any tangible property ~~that embodies any of~~embodying the Marks; (f) give grant Franchisor the right to assign the lease or sublease to a successor franchisee, in which event the Interim Lease ~~(if any)~~ shall terminate ~~and be of no further force or effect~~; and (g) include an acknowledgement ~~by the lessor and/or sub-lessor that Franchisor has~~shall no liability or obligation ~~whatsoever~~ under the lease or sublease ~~until and unless and until~~ Franchisor assumes the lease or sublease ~~on termination or expiration of this Agreement or~~or enters into the Interim Sublease.

Franchisee ~~may~~shall not execute ~~a~~any lease, sublease or purchase ~~contract~~agreement for the Center

Location or any modification, amendment, or assignment thereof ~~before Franchisor has, unless and until such agreement has been~~ approved ~~it~~ by Franchisor. Franchisor's approval ~~of the lease sublease or purchase contract does~~ shall not constitute ~~any~~ warranty or representation ~~of any kind~~, express or implied, ~~as to its~~ regarding the fairness or suitability ~~or as to of the agreement or~~ Franchisee's ability to comply with its terms, and Franchisor does not, by virtue of approving the lease, sublease, or purchase contract, assume any liability or responsibility to Franchisee or to any third parties. Franchisee agrees to deliver a copy of the fully ~~signed~~ executed lease, sublease, or purchase ~~contract~~ agreement to Franchisor within five (5) days after ~~its~~ execution.

D. Business Development

Franchisee ~~is~~ shall be solely responsible for developing and operating ~~its~~ the Tint World® Center and ~~assumes~~ shall bear all costs, liability ies, expenses, and responsibility ies for locating, obtaining, and developing a site for the ~~Tint World® Center to be established under the Franchise Agreement~~ Center, and for constructing and equipping the ~~Tint World® Center~~ (the "Construction") ~~at such site. If Franchisee's Tint World®. If the~~ Center is a new Tint World® Center, Franchisor will ~~furnish Franchisee~~ provide prototype plans ~~for a Tint World® Center, which~~ Franchisee may modify ~~the prototype plans only to the extent~~ as necessary to comply with all applicable laws, regulations, ordinances, building codes ~~and~~, permit requirements (including the American with Disabilities Act and Occupational Safety and Health Act), and any applicable lease requirements ~~and restrictions~~. Franchisee ~~agrees to~~ shall submit ~~such~~ shall plans and specifications to Franchisor for ~~Franchisor's~~ approval ~~before starting to~~ prior to commencing development of the Center Location, and ~~All~~ development ~~must~~ shall be completed in accordance with ~~the~~ Franchisor-approved plans and ~~specifications Franchisor has approved and must comply with all applicable laws, ordinances and local rules and regulations~~ legal requirements. Franchisor may periodically inspect the Center Location during ~~its~~ development. Franchisee's ~~Tint World® Center~~ may not ~~be opened~~ the Center for business until Franchisor notifies Franchisee that all ~~Franchisor's opening~~ requirements ~~for opening~~ have been ~~met~~ satisfied. Franchisee ~~agrees to~~ shall open ~~its Tint World® the~~ Center within eighteen (18) months after the Effective Date; provided, H however, if ~~a~~ Franchisee's failure to open ~~Franchisee's Tint World® the~~ Center within such 18-month period is due to reasons causes beyond Franchisee's control (such as, including acts of God, unavoidable delays ~~in obtaining zoning permits~~, or unavoidable construction delays), Franchisor ~~agrees to~~ shall grant a reasonable extension ~~of time for~~. If Franchisee ~~to open~~ Franchisee's requests an extension of the development schedule, and if Franchisor, in its sole and absolute discretion, approves such request, Franchisee shall pay Franchisor a non-refundable extension fee of Ten Thousand Dollars (\$10,000) (the "Extension Fee") in exchange for a single six (6) month extension of the deadline to open the Tint World® Center. If Franchisee ~~does not~~ fails to meet the required development schedule, the Franchise Agreement shall be terminated without notice.

Franchisee shall not make any binding commitment to a prospective vendor or ~~lessor of~~ real estate ~~with respect to Franchisee's lessor regarding the~~ proposed Center Location unless and until such location ~~is~~ has been approved by Franchisor, at in Franchisor's discretion, and in accordance with the requirements ~~set forth in of~~ this Agreement, including, without limitation, ~~for that~~: (a) the ~~Center Location~~ lease agreement ~~to include a provision providing~~ ing Franchisor with thirty (30) days prior written notice of any default ~~there under~~, specifying ies the nature of such default, and grants Franchisor the right (but ~~with no not the~~ obligation) of Franchisor to cure ~~any~~ such default within ~~said~~ such period; and (b) the ~~Center Location~~ lease agreement ~~to include a provision~~ requiring es Franchisor's prior written approval ~~of the Franchisor prior to before~~ any transfer or assignment of Franchisee's rights or interests ~~and/or rights in or to the Center Location~~ lease. Franchisee ~~must~~ shall provide all information ~~about~~ regarding the proposed site ~~that requested by Franchisor requests~~, including a complete site analysis report, and Franchisor ~~does not~~ shall have no obligation to consider ~~any~~ proposed locations site until ~~Franchisor has received all requested information~~ has been received. In approving or disapproving a site, Franchisor may considers factors including the general location, neighborhood, and ~~the distance~~ proximity to other Tint World® Centers in with the Designated Market Area. Franchisor ~~will~~ shall have no liability to Franchisee or ~~anyone~~ any other party for disapproving a of any proposed location.

FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT FRANCHISOR'S ACCEPTANCE REVIEW OR APPROVAL OF A PROSPECTIVE ANY PROPOSED SITE, AND THE RENDERING OF ANY ASSISTANCE OR GUIDANCE PROVIDED IN THE SEL CONNECTION OF A WITH SITE DOES SELECTION, SHALL NOT CONSTITUTE A AND SHALL NOT BE CONSTRUED AS ANY REPRESENTATION, PROMISE, WARRANTY, OR GUARANTEE BY FRANCHISOR, OR ASSURANCE, EXPRESS OR IMPLIED, THAT A TINT WORLD® CENTER

OPERATED AT ~~THAT~~SUCH SITE WILL ~~BE~~ACHIEVE ANY LEVEL OF SALES, PROFITABLES,
OR ~~OTHERWISE-SUCCESSFUL.~~

~~Before~~Prior to commencing ~~the~~any development, construction, or build-out of the Tint World® Center, Franchisee shall, at Franchisee's sole cost and expense, ~~shall comply, to Franchisor's satisfaction, with~~ each of the following requirements to Franchisor's satisfaction:

1. Franchisee ~~must lease, sublease, or purchase a Franchisor approved Center Location~~shall, within one (1) year after the Effective Date, enter into a lease, sublease, or purchase agreement for a Center Location approved in writing by Franchisor. Franchisor ~~has~~shall have the right to approve the terms of any lease, sublease, or purchase contract for the Center Location, which approval will not be unreasonable withheld.

2. As to any lease for Franchisee's Center Location, Franchisee ~~must~~shall submit the proposed lease to Franchisor for prior written review and approval before ~~it is signed by Franchisee. Franchisee agrees that execution. As a condition of approval,~~ Franchisor may, in Franchisor's sole discretion, ~~shall has the option, at Franchisor's election, to~~ require that the lease ~~for Franchisee's Center Location~~: (i) be collaterally assigned to Franchisor by pursuant to a collateral assignment agreement in a form and substance reasonably acceptable to Franchisor in order to secure performance of Franchisee's liabilities and obligations to Franchisor or (ii) contain ~~the following terms and conditions~~provisions satisfactory to Franchisor providing that: (a) The lessor must agree that without its consent, the lease and Franchisee's right, title and interest under the lease may be assigned by Franchisee to Franchisor or Franchisor's designee; and (b) The lessor must provide written notice to Franchisor (at the same time it gives such notice to Franchisee) of any default by Franchisee under the Lease and Franchisor must have, after the expiration of the period during which Franchisee may cure such default, an additional fifteen (15) days to cure, at Franchisor's sole option, any such default and, upon the curing of such default, the right to enter upon the Center Location and, at Franchisor's election, assume Franchisee rights under the Lease as if the Lease had been assigned by Franchisee to Franchisor.

3. Franchisee ~~may~~shall not execute ~~a~~any lease, sublease or purchase contract for the Franchisee's Center Location or any modification, amendment, renewal, extension, or assignment thereof ~~before, unless and until~~ Franchisor has granted Franchisee written approval of same. Franchisor's approval of the lease sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to Franchisee's ability to comply with its terms. Franchisor does not, by virtue of approving the lease, sublease, or purchase contract, assume any liability or responsibility to Franchisee or to any third parties. Franchisee agrees to deliver a copy of the fully signed lease, sublease, or purchase contract to Franchisor within five (5) days after its execution.

4. Franchisee shall submit ~~to Franchisor for prior written approval a complete~~ site plan ~~to Franchisor, including a footprint of~~ the proposed Center Location, including the building, ~~and footprint, layout,~~ architectural plans, and signage drawings ~~for approval by Franchisor~~. Franchisee may, at its option, ~~may use and expense,~~ retain any architect or engineer approved by or currently ~~used~~utilized by Franchisor to prepare the detailed construction plans and specifications for the ~~Construction of the~~ Tint World® Center;

5. Franchisee shall ~~use~~retain a qualified general contractor or construction supervisor to manage and oversee ~~the~~ Construction of the Tint World® Center and completion of all improvements, ~~and~~ Franchisee shall ~~submit to provide~~ Franchisor ~~a statement with written notice~~ identifying the selected general contractor or construction supervisor prior to commencement of construction;

6. Franchisee shall, at its sole expense, obtain all governmental approvals, licenses, permits, and certifications required for the lawful construction and operation of the Tint World® Center, including, without limitation, building, zoning, signage, access, parking, driveway ~~access, sign permits and licenses, and shall certify in writing to Franchisor that all such permits, licenses and certifications have been obtained. Franchisee shall obtain all,~~ health, life safety, and ~~other permits and licenses required for operation of the Tint World® Center and shall certify that all such permits and licenses~~ occupancy approvals. Franchisee shall provide Franchisor with written certification, together with copies upon request, confirming that all required permits, licenses, and certifications have been obtained prior to commencement of operations and in all events prior to the Opening Date; and

7. Franchisee shall cause ~~such~~all ~~C~~construction, build-out, and improvements to be performed

~~only~~strictly in accordance with the site plan, and all plans and specifications, approved in writing by Franchisor, ~~and no changes will be made to said approved plans and specifications, or the design thereof, or any of the materials used therein, or to interior and~~. Franchisee shall not make, and shall not permit, any deviation, substitution, modification, or change to the approved plans, design, materials, equipment, fixtures, or interior or exterior colors ~~thereof~~, without the ~~express~~Franchisor's prior written consent ~~of Franchisor~~.

E. Training

Prior to ~~Franchisee~~ opening the Tint World® Center to the public, Franchisee and up to two (2) management personnel ~~of Franchisee~~ (or, if Franchisee is a corporation or partnership, an Operating Partner) shall successfully complete to Franchisor's satisfaction ~~the~~ Franchisor's mandatory Introductory Training Program (the "Introductory Training Program") ~~offered by Franchisor concerning the operation of the Tint World® Center~~ consisting of eighteen (18) days of training at a location to be designated by Franchisor. There are no extra charges ~~that Franchisee will have to pay for Franchisee's~~ for the Introductory Training Program; however, Franchisee ~~must pay its~~ shall be solely responsible for all costs and expenses associated with attendance, including transportation, lodging, meals, and wages ~~in connection with attending the Introductory Training Program~~. The Introductory Training Program is mandatory and ~~should~~must be completed within ninety (90) days ~~before~~prior to opening the Tint World® Center.

During the Term, Franchisee expressly agrees that Franchisee and all designated key full-time managers shall complete ~~the~~all Initial Training ~~Program and all required~~ and any mandatory Continuing Education programs as designated by Franchisor from time to time, including, without limitation, the following:

1. Franchisee and up to two (2) designated management personnel shall complete Franchisor's mandatory 'Pre-Opening Introductory Training Program' ~~Prior to Franchisee opening the Tint World® Center to the public, and Franchisee and up to two management personnel of Franchisee shall complete the Introductory Training Program, upon~~ provide Franchisor with not less than thirty (30) days' prior written notice ~~received by Franchisor from Franchisee to schedule such training~~.

2. Franchisor ~~shall~~may, at its sole discretion, offer or require 'Continuing Education' ~~on various aspects of operating relating to the operation of~~ Tint World® Centers, subject to such training fees ~~and charges as~~ Franchisor may establish from time to time (the "Continuing Education Fee"). Continuing Education may include ~~specialty training, advanced sales and/or technical training, seminars, set up assistance or refresher courses to Franchisee and/or Franchisee's designated individual(s) from time to time. Franchisor may provide instructors and training materials for required training programs, for which, and setup assistance~~. Franchisee shall be responsible for ~~including~~ all related expenses ~~incurred by Franchisee or its employees in connection with any training programs~~, including, without limitation, the cost of transportation, lodging, meals, and wages.

3. At Franchisor's option, 'Key Management' personnel subsequently employed or designated by Franchisee shall ~~also be required to successfully~~ complete ~~to Franchisor's satisfaction, the~~ Introductory Training Program, or such other training as Franchisor may designate, subject to ~~a~~ payment of any applicable Continuing Education Fee. Franchisor may, at any time, and in its discretion, discontinue ~~management training and decline to certify Franchisee and/or Franchisee's designated~~ refuse certification to any individual(s) who fails to demonstrate ~~an understanding of the management training acceptable proficiency or competence to Franchisor's satisfaction~~. If Franchisee or Franchisee's designated individual's management training is discontinued by Franchisor, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to Franchisor. If Franchisee's new replacement candidate ~~does not adequately~~ fails to satisfactorily complete the ~~management~~ required training, then Franchisor ~~has~~ shall have the ~~option of right to~~ terminating this Agreement.

4. Franchisor shall, at its discretion, conduct 'Annual Franchise Conventions' at such ~~places and~~ times and locations as designated by Franchisor. Franchisee ~~will~~ and Franchisee's operating manager shall be required to attend and shall be responsible ~~to attend the conventions and to pay for all of Franchisee's own expenses associated with attendance, including compensation in the form of a non-refundable registration fees (due even if regardless of whether Franchisee does not attends the convention) and all related costs associated with attending the convention such as cost of, including~~ transportation, lodging, meals, and wages.

5. Franchisor may participate ~~s in industry~~ 'Tradeshows Events' ~~at such places that are designated by others to provide industry and related events conducted by third parties for purposes of~~ meetings, training, and supplier programs. Franchisee or a managerial owner may attend ~~the tradeshows for which such events at Franchisee's shall be responsible for all related~~ sole cost and expenses ~~in connection with any training programs~~, including, without limitation,

~~the cost of all~~ transportation, lodging, meals, and wages, registration fees, and other related expenses.

6. Franchisor ~~shall~~may, ~~at~~in its discretion, provide Franchisee with ‘Advertising Plans’, marketing, merchandising, and promotional programs for local advertising from time to time, and may ~~direct the discontinuance of~~require Franchisee to modify or discontinue the use of any such plans ~~and or~~ materials, as ~~described~~provided in Section X.C., ~~of this Agreement.~~ All other advertising ~~and or~~ promotional materials ~~which proposed by~~ Franchisee ~~proposes to use must be reviewed and approved by~~must be submitted to Franchisor, ~~pursuant to~~ for prior review and written approval in accordance with Section X.C. ~~hereof~~of this Agreement.

7. Franchisor ~~shall~~may, ~~at~~in its discretion, provide such continuing ‘Advisory Assistance’ and guidance to Franchisee ~~in~~regarding the operation, advertising, and promotion of the Tint World® Center as Franchisor deems advisable. ~~This guidance will be furnished in the form of the Operations~~Such assistance may be provided through the Brand Standards Manual, bulletins, ~~weekly~~ newsletters, telephone consultations ~~by telephone, and other,~~ written or electronic communications ~~or,~~ in person meetings at Franchisor’s offices or at Franchisee’s Tint World® Center, ~~and or~~ by any other means of communication designated by Franchisor.

8. Franchisor ~~shall~~may, at its discretion, provide ‘Newsletters’, bulletins, reports, brochures, ~~and Manuals, as may from time to time be~~manuals, and other communications published by or on behalf of Franchisor regarding ~~its~~the System’s plans, policies, developments, and activities. In addition, Franchisor may also provide ~~such communication~~updates concerning new ~~developments,~~ techniques, procedures, and operational improvements ~~management which that~~ Franchisor ~~feels are~~deems relevant to the operation of the Tint World® Center.

9. Franchisor ~~shall~~may, at its discretion, conduct ‘Tint World® Center Inspections’ ~~upon reasonable~~at Franchisee’s location, whether at Franchisee’s request ~~by Franchisee~~ or if Franchisor determines that ~~there are significant~~operational deficiencies ~~in Franchisee’s Tint World® Center and/or if Franchisee requires~~exist additional training ~~for Franchisee’s personnel at Franchisee’s Tint World® Center to evaluate~~ion, among other things the operation and is required, which may include without limitation, compliance with ~~the System, Brand~~ for the purpose of advising Franchisee with respect to Standards, technical ~~matters related to~~performance, products and services ~~relating to operational~~delivery, and sales ~~matters~~practices. Franchisee ~~is required to~~shall pay all costs and expenses incurred in connection with such visits, including transportation, lodging, meals, wages, and ~~miscellaneous~~related expenses ~~incurred by of~~ Franchisor’s personnel ~~during the visits, which will take place. Inspections may occur as frequently and at such times~~ as Franchisor deems necessary, ~~and at times and dates selected by Franchisor.~~

F. Operate Business in Strict Conformity to Requirements

Franchisee shall operate the Tint World® Center in strict conformity with ~~such~~all Brand s Standards, techniques, and procedures as prescribed by Franchisor ~~may from time to time prescribe~~ in the Operations Brand Standards Manual, or otherwise communicated in writing, and shall not deviate therefrom without Franchisor’s prior written consent. Franchisee ~~further agrees to offer its customers all products and services which Franchisor may, from time to time, prescribe, to offer its customers~~shall offer and provide only those products and services ~~which~~authorized by Franchisor and meeting Franchisor’s ~~standards of quality and which Franchisor has approved in writing to be offered in connection with the Tint World® Center’s operations, and to~~quality standards, shall offer all products and services Franchisor may require from time to time, and shall immediately discontinue offering any products or services ~~which that~~ Franchisor ~~may, in its~~disapproves or withdraws from the System, in Franchisor’s sole discretion, ~~disapprove in writing at any time.~~

To the fullest extent ~~permissible under~~permitted by applicable law, Franchisee ~~must conform to the~~shall participate in and comply with all discount ~~or,~~ promotional, and special ~~offer~~ offers pricing programs ~~that relate to implemented by Franchisor in connection with System-wide advertising and marketing efforts that Franchisor determines from time to time~~initiatives. Franchisor ~~has~~reserves the right, to the fullest extent ~~permissible under~~permitted by applicable law, to establish or designate ~~pricing for the prices at which~~ any products and/or services Franchisee are offered for sale in connection with the operation of the Tint World® Center, ~~and~~ Franchisee ~~hereby agrees to comply with all~~adhere to such pricing designations, ~~to the fullest extent permissible under applicable law. This pricing commitment is necessary to maintain and market the concept of.~~ Franchisee acknowledges that uniform pricing policies are intended to preserve and promote the Tint World® brand and System. Franchisee ~~may~~shall not enter into any agreement, ~~understanding or~~ arrangement, or understanding, nor engage in any concerted ~~practice~~action, with other ~~Tint World® Franchisees or others relating to any third party regarding~~ the prices at which Authorized Products and Services are offered or sold ~~by Franchisee or any other Tint World® Center.~~

Franchisee shall advertise ~~to sell and market~~ Approved Products and Services only to customers located within ~~its Franchisee's~~ Designated Territory and/or Designated Market Area. Except as ~~noted otherwise expressly provided herein~~, Franchisor ~~places~~does ~~not~~ ~~restrictions upon~~ Franchisee's ability to serve customers, provided ~~Franchisee does so from the location of the~~ that all sales and services are conducted from Franchisee's Tint World® Center ~~in accordance and in full compliance~~ with Franchisor's Brand s Standards.

G. Operate Franchised Business Only

Franchisee shall exclusively use the System, Names, and Marks ~~provided to Franchisee by Franchisor~~ for solely in connection with the operation of the authorized Tint World® Center and shall not use ~~these any such~~ proprietary assets in connection with any other business, activity, or purpose. ~~Neither Franchisee, nor any of its employees, may shall not~~ conduct, promote, or refer any business at from or through the Tint World® Center ~~beyond what is except as expressly authorized pursuant to under this Agreement, without the Franchisor's prior written approval of Franchisor. Neither consent. Franchisee, nor any of its employees, may conduct shall not engage in, or permit~~ any activity at in connection with the Tint World® Center ~~or in connection therewith which is illegal, or which could result in damage to that is unlawful or that may, in Franchisor's reasonable judgment, harm or adversely affect~~ the Names and ~~or~~ Marks or the reputation and goodwill of Tint World®. If Franchisee is a corporate entity, ~~it must be exclusively dedicated to the development, Franchisee shall be formed and maintained solely for the~~ ownership, ~~and~~ operation of the single Tint World® Center authorized by under this ~~Franchise~~ Agreement, ~~and the corporate entity shall not engage in any other business operations or or commercial activities.~~

Franchisee shall promptly refer all customers' inquiries for ~~P~~products ~~and or~~ ~~S~~services that Franchisee does not ~~sell or offer~~, perform, or is not authorized to ~~conduct~~ provide under this Agreement to the Tint World® ~~Toll-Free Phone Number: toll-free telephone number (1-888-944-8468,)~~ and/or to the official Wwebsite: at www.TintWorld.com.

H. Maintain Uniform Operating Standards

Franchisee ~~understands and~~ acknowledges that ~~every detail of the~~ uniform appearance and operation of the Tint World® Center ~~is important to Franchisor and other Franchisees in order to develop and are essential to maintaining uniform operating Brand s Standards, to increase the demand for the products and services sold by Tint World® Centers under the System, and to protect Franchisor's increasing consumer demand, and protecting the~~ reputation and goodwill of Franchisor and the System. Franchisee shall strictly comply with ~~system all~~ Brand s Standards at all times, including during extraordinary circumstances such as ~~a time of~~ national or local emergencyies, crisises, or pandemics, unless Franchisor authorizes otherwise ~~authorized in writing by Franchisor~~ (subject to ~~compliance with local, state, and federal authorities~~). ~~Such system standards and procedures may be changed as applicable law and governmental directives~~. Franchisor may modify Brand Standards from time to time ~~specify in the Operations Manual. Franchisor through the Brand Standards Manual or other written communications and~~ is not required to apply ~~the~~ such changes uniformly, depending on ~~the~~ circumstances.

The ~~distinguishing~~ System's distinctive appearance and characteristics ~~of the System~~ includes, ~~but are not limited to without limitation~~, store designs, digital showrooms formats, layouts, ~~and~~ identification schemes (collectively, the "Trade Dress"); the System website ~~or series of websites; (s)~~, online stores, booking systems, digital presence, and online listings (the "System Website"); software specifications ~~for software and computer programs~~; equipment, inventory, and accessories; approved products and services; vendor relationships ~~with vendors; the accumulated experience reflected in the~~; training programs; operating procedures; customer service standards; marketing methods, ~~and marketing techniques~~; and ~~the all~~ mandatory and suggested recommended policies, ~~procedures~~, standards, specifications, ~~rules, and requirements~~ procedures (the "System Brand Standards") set ~~out in the operations manual (the "Operations Manual") and forth in the Brand Standards Manual or~~ otherwise communicated in writing. Franchisor ~~may reserves the right to~~ change, improve enhance, add to, ~~and or~~ further develop ~~the any~~ elements of the System ~~from time to at any~~ time.

I. Maintain Full-Time Manager Required

Franchisee ~~agrees to shall employ and~~ maintain a ~~competent, conscientious,~~ sufficient number of competent and properly trained ~~staff~~ personnel, including at least one (1) fully trained, full-time ~~M~~manager, and ~~to take~~

~~such steps as are necessary to~~shall ensure that ~~its~~all employees ~~preserve good customer relations and must at all times be under Franchisee's~~are supervised on a direct, day-to-day, full-time ~~supervision~~basis and ~~conduct themselves in a manner that preserves positive customer relations and the goodwill of the System.~~ Franchisor may require Franchisee (or Franchisee's Operating Partner, ~~as defined below~~) to actively participate in, and ~~exert Franchisee's~~devote best efforts to, the management ~~and oversight~~ of Franchisee's Tint World® Center and ~~any~~ other Tint World® Centers ~~owned by Franchisee owns.~~ Franchisee agrees that Franchisee's Tint World® Center at all times shall be managed by Franchisee (or Franchisee's Operating Partner) or a manager who has satisfactorily completed the Tint World®. At all times, the Tint World® Center shall be managed either by Franchisee (or the Operating Partner) or by a manager who has successfully completed Franchisor's required training program ~~to Franchisor's satisfaction.~~

If Franchisee is, or ~~at any time becomes~~ during the Term ~~becomes, a business,~~ a corporation, partnership, limited liability company, or other legal entity, Franchisee ~~agrees to~~shall designate ~~an individual approved by Franchisor~~ as the "Operating Partner" ~~an individual approved by Franchisor~~ who: (a) owns and controls ~~not less than at least ten percent (10%)~~ of Franchisee's equity and voting ~~rights~~interests; (b) has ~~successfully~~ completed the Tint World® training program to Franchisor's satisfaction; and (c) ~~has the power and~~possesses full authority to bind Franchisee in all dealings with Franchisor, unless Franchisee designates ~~in writing~~ another Owner, reasonably acceptable to Franchisor, who has ~~the power and~~such authority ~~to bind Franchisee.~~

J. Maintain Competent Staff

Franchisor ~~will create and make available to Franchisee~~may develop and provide training programs and ~~other selected training~~ materials as ~~Franchisor~~it deems appropriate ~~from time to time.~~ Franchisee shall maintain a ~~SUFFICIENT NUMBER~~sufficient number of fully trained, competent ~~staff~~personnel capable of ~~rendering~~delivering courteous, ~~high~~-quality service in ~~a manner in keeping~~strict accordance with the standards set ~~by Franchisor's Operation Manual.~~ Franchisee is responsible for hiring all employees of its Tint World® Center and is exclusively responsible for the terms of their employment, including their compensation and training ~~forth in the Brand Standards Manual.~~ Franchisee is solely responsible for ~~recruiting, hiring, training, supervising, compensating, disciplining, and terminating~~ all employees ~~decisions for its~~of the Tint World® Center, ~~including those related to hiring, firing, remuneration, personal and for establishing and administering all employment~~ policies, benefits, ~~record keeping, supervision and discipline, and regardless of whether Franchisee received advice from~~recordkeeping, and related matters. Franchisee acknowledges that it retains exclusive control over all employment decisions, regardless of any advice or guidance ~~provided by Franchisor on these subjects.~~

~~At least one employee of Franchisee's Tint World® Center must obtain (within a reasonable time, not to exceed one year after the Effective Date or Opening Date, if Franchisee's Business is a new Tint World® Center)~~Franchisee shall ensure that at least one (1) employee obtains and maintains certification ~~by~~from Automotive Service Excellence ("ASE") and Mobile Electronics Certified Professional ("MECP") ~~(, or any successor or similar organization designated by Franchisor designates),~~ for each ~~of the areas of service comprising~~ Authorized Products and Services ~~or Service category requiring such certification and~~ performed at ~~Franchisee's~~the Tint World® Center ~~for which.~~ Such certification is provided. In the event of changes in personnel at Franchisee's Tint World® Center in functions that ~~require ASE and MECP~~must be obtained within a reasonable period not to exceed one (1) year after the Effective Date or Opening Date (for a new Center), and maintained thereafter. In the event of personnel changes affecting ~~certified~~ positions, Franchisee ~~will have a reasonable period of time, not to exceed one year, to obtain appropriate certification of any replacement personnel.~~ If in the future ASE or MECP certification is offered on Authorized Products and Services that is not offered as of the Effective Date, or if in the future Franchisee performs Authorized Products and Services for which ASE and MECP certification is offered, Franchisee agrees to obtain such ~~shall obtain replacement~~ certification within a reasonable period ~~of time,~~ not to exceed one (1) year. If additional ASE or MECP certifications become available in the future for Authorized Products and Services offered by Franchisee, Franchisee shall obtain such certifications within a reasonable period not to exceed one (1) year.

K. Maintain Regular Business Hours

Franchisee shall keep the Tint World® Center open and ~~in normal operation~~operating in the ordinary course during normal business hours for its geographical region, ~~fifty-two (52)~~ weeks per year, with minimum ~~required~~ operating hours of ~~Opening and Operating~~six (6) days per week, Monday through Saturday, ~~Time from~~ 8:00 A.M. to 6:00

P.M., except for Christmas Day and New Year's Day, unless otherwise authorized ~~in writing~~ by Franchisor (subject to applicable local ordinances or lease restrictions, ~~if any~~). If ~~Franchisee operates~~ the Tint World® Center is located in a mall or similar facility, ~~then~~ Franchisee shall ~~keep the Tint World® Center open when the mall or similar facility is open~~ operate during all hours that such facility is open to the general public, unless a waiver ~~of hours~~ is granted by the mall facility. Franchisee shall ~~keep the Tint World® Center open and in normal~~ continue operations during extraordinary circumstances ~~such as a time of, including~~ national or local emergencys, crises, or pandemics, unless Franchisor authorizes otherwise ~~authorized in writing by Franchisor~~ (subject to compliance with local, state, and federal authorities). ~~Such minimum all applicable governmental directives~~. Franchisor may modify minimum operating hours and days of operation ~~may be changed as Franchisor may~~ from time to time specify in the Operations Manual. Franchisor through the Brand Standards Manual or written notice and is not required to apply ~~the changes~~ such modifications uniformly, ~~depending on the circumstances~~.

L. Maintain and Renovate Business

Franchisee shall at all times maintain the Tint World® Center in a clean, orderly condition and ~~in~~ first class ~~repair and condition in accordance with all, and in strict compliance with the~~ maintenance and operating standards set forth in the Operations Brand Standards Manual. Franchisee shall ~~make~~, at Franchisee's sole expense, make all ~~additions, repairs, replacements improvements and alterations that may be determined by Franchisor to be necessary so that the facilities which are viewed by the public will conform to the System's image, as may be prescribed by Franchisor from time to time~~ and additions that Franchisor reasonably determines are necessary to ensure that the Center conforms to the System's image, Trade Dress, and standards. Franchisee shall complete such work within the time frame and underin accordance with the terms ~~and conditions which may be~~ reasonably specified by Franchisor.

Franchisee ~~must~~ shall periodically upgrade, remodel, repair, and maintain ~~Franchisee's the~~ Tint World® Center as reasonably required by Franchisor ~~reasonably requires~~. ~~Franchisee must repair and make, including modifications and additions to equipment, furnishings or signs that do not meet Franchisor's current standards. Franchisor may require Franchisee to make substantial upgrades or remodel Franchisee's Tint World® Center periodically to conform to the building design, trade dress, color schemes, and presentation of trademarks and service marks consistent with Tint World®'s designated image, including, without limitation, remodeling, redecoration, and modifications to existing improvements. However, fixtures, signage, décor, color schemes, and other elements necessary to comply with then-current Brand Standards. Franchisor may require substantial upgrades or remodeling to maintain consistency with the Tint World® brand image; however, provided Franchisee is in full compliance and the Center meets current standards, Franchisor will~~ shall not require ~~Franchisee to make~~ substantial upgrades or remodeling Franchisee's Tint World® Center involving expenditures in excess of thirty-thousand dollars (\$30,000) more than once every three (3) years that involves a cost more than \$30,000.00, provided Franchisee's Tint World® Center meets the then current standards in the Franchise Agreement and Operation Manual. Franchisee ~~may~~ shall not make any alterations ~~to Franchisee's Tint World® Center, nor any, additions, replacements, relocations, or alterations of modifications to the Center, or to any~~ fixtures, equipment, furnishings, or signs ~~that do not meet, unless such changes conform to Franchisor's then-current standards and specifications~~ receive prior written approval where required. If Franchisee ~~refuses or fails to do so or refuses to perform required maintenance or upgrades~~, Franchisor ~~has the right~~ may, but is not obligated to do so, perform such work on Franchisee's behalf, and at Franchisee's expense that shall be payable to reimburse Franchisor for all costs incurred, plus a 10% an administrative fee of ten percent (10%).

M. Maintain Confidentiality of Proprietary Information

Franchisor possess certain Confidential Information including ~~the~~ methods, techniques, formats, specifications, procedures, ~~information~~, systems, and operational knowledge ~~of and experience in relating to~~ the operation and franchising of Tint World® (collectively, the "Confidential Information"). ~~The Franchise Pursuant to this Agreement provides that, Franchisor will disclose to Franchisee relevant products portions of the Confidential Information to Franchisee during the through training programs, seminars and, conventions, the Operating Manual and in Brand Standards Manual, and other written or electronic guidance furnished to Franchisee solely for use in operating its the Tint World® Center during the Agreement Term. During the tTerm of this Agreement and after its expiration or termination and at all times thereafter, Franchisee agrees that:~~ (a) Franchisee ~~may~~ shall not use the Confidential Information in any other business or ~~capacity (such use is unfair method of competition) for any purpose other than the~~

operation of the Tint World® Center in accordance with this Agreement; (b) Franchisee ~~must exert Franchisee's~~ shall use best efforts to maintain the ~~C~~confidentiality and secrecy of the Confidential Information; (c) Franchisee ~~may not make any unauthorized copies of the~~ shall not copy, reproduce, or duplicate any Confidential Information; ~~except as expressly authorized by Franchisor; and~~ (d) Franchisee ~~must~~shall implement all reasonable ~~safeguards and~~ procedures ~~prescribed by Franchisor prescribes from time to time~~ to prevent unauthorized use or disclosure ~~of the Confidential Information, including the use of requiring appropriate nondisclosure agreements with Franchisee's from its officers, directors, and managers and the delivery of those agreements, employees, and agents and providing copies thereof to Franchisor upon request.~~ Franchisee's restrictions on disclosure and use of the Confidential Information ~~do~~shall not apply to information or techniques which are or become generally known to the automotive, residential, commercial, and marine window tinting, accessories, maintenance, repair, and installation service industry ~~(other than through no wrongful act or omission of Franchisee's own disclosure),~~ provided Franchisee obtains Franchisor's prior written consent ~~to before disclosure or use any such information in a manner inconsistent with this Agreement.~~

~~Neither~~ Franchisee, nor any of its partners, officers, directors, agents, or employees shall, except as ~~required in the necessary to performance of the duties contemplated by obligations under~~ this Agreement, disclose, or use at any time, ~~whether during or after the Terms of this Agreement or thereafter, any, any proprietary or confidential information disclosed to or known by Franchisee or any such person acquired~~ as a result of this Agreement. ~~Such information~~ This obligation includes, ~~but shall not be limited to without limitation,~~ information conceived, originated, discovered, or developed by Franchisee or ~~by any its~~ employees of Franchisee which is not generally known in the trade or industry about relating to Franchisor's products, services, ~~or~~ licenses, ~~including information relating to discoveries, ideas systems, marketing, manufacturing, purchasing, accounting, engineering, marketing, merchandising, or selling sales practices that is not generally known in the industry.~~

N. Use Approved Products and Supplies and only offer Approved Products and Services

Franchisee acknowledges that the reputation and goodwill of Tint World® Centers ~~is based on at least~~ independ, in substantial part ~~of, upon~~ the ~~sale~~consistent delivery of high-quality products and services. ~~Therefore~~Accordingly, Franchisee ~~agrees that its~~shall use in the operation of the Tint World® Center ~~will only usesuch~~ equipment, inventory, products, supplies, and materials ~~used in the operation of the Tint World® Center~~ that conform to ~~Tint World®'s~~Franchisor's then-current specifications and standards ~~as to regarding~~ quality, performance, and safety, and ~~only shall~~ purchase ~~them from such items solely from suppliers approved or designated by Franchisor ("Approved Suppliers")~~, which may include Franchisor and/or ~~Franchisor's its~~ Affiliates) ~~approved by Franchisor.~~ In order to further protect the System, and ~~the goodwill its~~ associated ~~therewith~~goodwill, Franchisee shall comply with the following requirements:

1. Franchisee shall ~~only purchase from 'Authorized Suppliers' and 'Preferred Suppliers' (each "Approved Suppliers") specified by Franchisor, which may include Franchisor and/or Franchisor's affiliates and/or a buying cooperative organized by Franchisor or its affiliates. Preferred Suppliers are Approved Suppliers who: (a) provide equipment, products, supplies, and/or services that Franchisor designates in the Operational Manual, (b) provide favorable products, pricing, and distribution services, and (c) Franchisor uses in Training Programs to demonstrate and teach techniques in performing services associated with Authorized Products and Services. Franchisee is required to purchase all equipment, inventory, products, supplies, and materials, and services used in the operation of Franchisee's the Tint World® Center from Suppliers specified by Franchisor, who continually meet franchisor's standards and specifications. In approving any supplier, Franchisor may consider factors such as the supplier's financial strength, quality control, and capacity to supply Franchisee's needs promptly and reliably. All suppliers must be approved in writing by Franchisor and not thereafter be disapproved solely from suppliers designated or approved in writing by Franchisor ("Approved Suppliers"), which may include Franchisor, its Affiliates, and/or any buying cooperative organized or designated by Franchisor. "Preferred Suppliers" are Approved Suppliers specifically designated by Franchisor in the Brand Standards Manual or other written communication and may receive preferential status based on pricing, distribution capability, training integration, or other criteria determined by Franchisor in its sole discretion. Franchisor may establish, modify, or revoke supplier approval at any time in its sole discretion. A current list of Approved Suppliers is: (a) published in the Operations Manual, (b) in policy and procedures statements, (c) provided to Franchisee by shall be provided through the Brand Standards Manual or other written communication, and such list may be amended and/or updated by Franchisor at any time in Franchisor's sole discretion. If Franchisee desires to purchase items from an seeks unapproved of a non-designated supplier, Franchisee shall must submit to Franchisor a written~~

request ~~for such approval and provide all information required by~~ Franchisor ~~shall have the right to require, as~~. As a condition of ~~its approval and review, that its representatives be permitted to inspect the facilities of the proposed supplier and that the proposed items be delivered to Franchisor or its designee for testing. The cost of such~~approval, Franchisor may require facility inspections, product testing, financial review, and compliance verification. All costs of inspection and testing shall be ~~paid~~borne by Franchisee or the ~~supplier, and Franchisor shall not be liable for any damage to or for the return of any sample. Franchisor reserves the right to re-inspect the facilities and to retest the products of any~~ Approved Supplier, and to ~~revoke any~~proposed supplier. Franchisor may ~~revoke~~ approval at any time if the supplier fails to ~~continue to meet Franchisor's~~Brand sStandards;

2. Franchisee shall offer and sell only ~~'Authorizedthose Pproducts and Sservices'~~specified authorized by Franchisor (~~the~~ "Approved Products and Services") as ~~providedset forth~~ in the OperationsBrand Standards Manual and as ~~may be modified, added to and withdrawn~~ by Franchisor from time to time. Franchisee ~~is required to exert Franchisee's best efforts to~~shall aggressively market and ~~sell~~promote all Approved Products and Services as required by Franchisor. Franchisee ~~is not authorized to offer or~~may not offer Mobile Services unless expressly authorized by Franchisor and memorialized through a fully executed Mobile Services Addendum. If authorized, Franchisee must actively provide Mobile Services ~~unless approved by Franchisor and mutually agreed to as evidenced by Franchisor and~~ Franchisee's execution of the Mobile Services Addendum attached as Exhibit E to this Agreement. If Franchisee executes the Mobile Services Addendum, Franchisee must offer and provide the Mobile Services as a part of the Approved Products and Services and in accordance with the terms of this Agreement. Brand Standards and all addendum requirements.

3. Franchisee shall ~~offer and sell or otherwise dispense all 'Proprietary Products and Services' specified by Franchisor (the "Proprietary Products") as provided in the Operations Manual. Franchisee is required to~~purchase, stock, display, promote, ~~serve, and exert Franchisee's best efforts to aggressively market and sell or otherwise dispense all and sell all proprietary or "Special Item" products and services designated by Franchisor ("Proprietary Products and Services to maintain consistent offerings by all Tint World® Centers. Proprietary Products are Approved Products that are 'Special Items' manufactured and/or developed by Franchisor for use by Franchisee")~~. Proprietary Products include products ~~and services using~~bearing Franchisor's ~~Registered Trademark(s) and/or Service Mark(s) and meets Franchisor's specifications~~Marks or developed exclusively for use within the System. Franchisee may ~~only purchase "Proprietary Products" and items that bear the Marks (the "Trademark" or "Service Mark"); only from Franchisor or from suppliers specifically designated by Franchisor designates (the "Designated Suppliers"). The Franchisor may require Franchisee to maintain minimum inventory levels of Proprietary Products developed by Franchisor are the only Special Items approved for use by Franchisee;~~

4. Franchisor ~~has the right to add Products and Services, and to~~may add, modify, conditionally approve, or discontinue any Approved Products and Services at any time upon notice to Franchisee. Franchisee acknowledges ~~and agrees that additional Approved Products and Services that such changes~~ may require ~~Franchisee to incur additional costs for~~expenditures, including equipment purchases, leasehold improvements, inventory, ~~additional personnel, investment, or~~ personnel training, ~~and leasehold improvements. Franchisor may delete Approved Products and Services at any time upon notice to~~all at Franchisee's sole expense. Franchisee ~~may~~shall not offer ~~for sale~~ any products or services ~~that are not specifically~~not expressly authorized in writing by Franchisor ~~in writing. Franchisee may~~and shall not use the Center Location for any ~~other purpose than the operation of Tint World® Center, unless otherwise approved in writing by Franchisor. Franchisee agrees to provide courteous and efficient service at Franchisee's Center in accordance with the standards and operating procedures contained in the Operations Manual;~~unauthorized purpose;

5. Franchisor reserves the continual right to require Franchisee to purchase and stock any and all current ~~and/or new~~ly designated Proprietary Products, as specified in the OperationsBrand Standards Manual from time to time, directly from Franchisor ~~and/or or its~~ Affiliates entities as Designated Suppliers to the fullest extent permitted by law;

6. Franchisor may ~~periodically offer~~implement 'Test or Pilot Programs' (~~the~~ "Test Programs") in ~~order to determine whether to add products and/or services. To be included within a Test Program, Franchisee must sign an Addendum to the Franchise Agreement and meet certain criteria. Franchisor prohibits the sale of other products and services unless Franchisee receives Franchisor's prior written consent. If Franchisee is to be found selling unauthorized products and services at Franchisee's Tint World® Center under the name 'Tint World®' or otherwise, then Franchisee~~

~~must account to Tint World® for these sales and pay the continuing franchise fee and advertising contributions generated from those sales. Franchisee acknowledges and agrees that Franchisee's sale of unauthorized products and services at its sole discretion. Participation requires execution of an addendum and compliance with specified criteria. Franchisee shall not sell any unauthorized product or service. Any unauthorized sale conducted under the Tint World® Center under the name "Tint World®" constitutes a material breach and trademark infringement and entitles Franchisor to, among all other rights and. Franchisee shall account for and remit all royalties and advertising contributions on such sales and shall be subject to injunctive relief, damages, and all other remedies available to Franchisor under this Agreement and applicable law, injunctive relief and monetary damages;~~

7. Franchisee shall comply with all policies, standards, specifications, and restrictions established by Franchisor from time to time regarding the use of 'Artificial Intelligence' ("AI Programs") in connection with the operation, marketing, administration, or management of the Tint World® Center. Participation in AI-related programs may be mandatory if required by Franchisor for System-wide implementation;

~~78. Pursuant to the~~ Franchisee shall participate in Franchisor's 'Internet ~~Products and Services~~ Sales Program' (the "Internet Sales Program") ~~the participating as required by Franchisor.~~ Tint World® Centers shall receive purchases by customers ~~who purchase products and services through the Website sales when customers and~~ designate ~~which a~~ participating Tint World® Center ~~they choose.~~ The Internet Sales Program ecommerce software and distribution supplier 'Platform' (the "Platform") enables customers to 'Purchase from the ~~www.TintWorld.com~~ www.TintWorld.com website and any successor or such other domain in its sole discretion, by choosing a particular Tint World® Center to purchase the items from, and may choose to have them shipped to the chosen Tint World® Center for pick up or installation. ~~The Internet Sales Program is subject to the same~~ All sales processed through the Platform and attributed to Franchisee shall be treated as Gross Revenues and subject to all royalty ~~payment~~ and advertising ~~contributions as all other sales with the same payment administration as all other sales~~ obligations. Franchisees ~~are required to issue products and services shall honor all~~ limited warranties ~~that shall; (a) be in accordance with the Operations in accordance with; (a) the Brand Standards Manual; (b) be in accordance with the applicable manufacturers product and service limited warranty for the purchased items; and (c) be in accordance with terms and conditions of the Internet Sales Program online store website warranties; and (c) Platform policies.~~ Franchisees ~~can also may~~ use the Platform ~~to place electronic B2B for approved wholesale supplier orders for stocking and inventory and special order products purchases as permitted by Franchisor; and~~

~~8. Franchisee must participate in programs and/or adhere to any then current policies or specifications we develop, maintain or require from time to time with respect to the use of Artificial Intelligence in connection with the development and operation of Tint World® Centers generally or the Tint World® Center.~~

9. Notwithstanding anything stated to the contrary herein, Franchisee understands, acknowledges, and agrees that as ~~more~~ additional Tint World® Centers ~~locations are added~~ opened, Franchisee may ~~cease to~~ no longer be the closest Tint World® Center to a ~~specific~~ certain customer. Franchisee's ~~further acknowledges that~~ participation in the Internet Sales Program is not exclusive and is subject to such terms, conditions, rules, procedures, and allocation methods as Franchisor may establish or modify from time to time in its sole discretion, and is also subject to the following terms and conditions:

(a) Commissions or credits under the Internet Sales Program shall apply only to those products and services expressly designated by Franchisor from time to time. Franchisor shall have the absolute and unfettered right, in its sole discretion, to determine, add, modify, or remove any products or services offered through the Website, and to establish, modify, or enforce minimum advertised or minimum selling prices for any products or services offered through the Internet Sales Program, to the fullest extent permitted by applicable law;

~~(a) The Internet Sales Program shall be paid to the participating Franchisee on only certain products and services that are sold to customers through the Website. Franchisor shall at all times have the right and have unfettered discretion to determine, select and de-select the products and services a customer may purchase through the Website. Franchisor reserves the right to establish a minimum selling price for the Internet Sales Program;~~

(b) Franchisee is required to ~~shall accept,~~ service, and install ~~any items that a customer brings to the Tint World® Center that they~~ all products purchased by customers through the Internet Sales Program in the same ~~manner as if the customer had purchased the items~~ professional manner and pursuant to the same Brand Standards as if such products had been purchased directly from ~~the Tint World® Center.~~ Franchisee ~~shall determine labor charges for installation of the products and services, a~~ All revenues derived from labor, installation, and any other services related to Internet Sales Program, ~~and Franchisee is required to pay the same~~ transactions shall constitute Gross Revenues and shall be subject to all applicable Royalty Fees and National Advertising NAFFund contributions in ~~the same manner as all other payments as provided in~~ accordance with Section X of ~~the Franchise~~ this Agreement;

(c) ~~Franchisee understands and agrees that in order to remain a~~ As a condition of participating on Tint World®-Center in the Internet Sales Program, Franchisee must timely complete all of the Tint World® internet training courses that are produced and failure to do so may cause Franchisee to be terminated from the required internet, e-commerce, technology, and related training programs designated by Franchisor. Failure to complete required training within the calendar year in which such training is made available, or within such other timeframe as Franchisor may specify, may result in immediate suspension or termination of Franchisee's participation in the Internet Sales Program. Franchisee is expected to complete such courses in the calendar year that are made available to, in Franchisor's on the TintWorld.com website sole discretion;

(d) ~~The territorial basis for the distribution of~~ allocation, routing, or distribution of Internet Sales Program transactions shall be determined exclusively by Franchisor and shall be independent of, and shall not modify, expand, or supplement, any territorial rights granted under this Agreement. Participation in the Internet Sales Program shall be independent from the territorial protections granted to Franchisee pursuant to the Franchise Agreement. Any mention of allocation of Internet Sales Program by territory or other geographic description shall not change, modify, supplement, enhance, or otherwise increase the protections granted to Franchisee in the Franchise Agreement; confers no exclusive or protected rights of any kind;

(e) ~~Franchisee is required to sign and agree to the~~ must execute and comply with all Internet Sales Program agreements, including any software licenses, terms of service, policies, and indemnification agreements required by Franchisor or its designated vendors. If Franchisee ~~does not~~ fails to comply with ~~all terms and conditions of the Internet Sales Program or Franchisee~~ any such agreements or is in default ~~of the Franchise~~ under this Agreement, ~~then~~ Franchisor may suspend or terminate Franchisee's participation in the Internet Sales Program ~~by giving Franchisee~~ upon written notice ~~of the default and if. If~~ such default is not cured to Franchisor's satisfaction within thirty (30) days from the date that such notice is sent to the after notice (or such shorter period as Franchisor may designate for material breaches), Franchisor may terminate Franchisee's ~~then~~ participation immediately upon further written notice ~~by Franchisor, Franchisee shall be terminated from the Internet Sales Program and shall have no, without waiving any further rights to participate in the Internet Sales Program; or remedies;~~

(f) Franchisee shall defend, indemnify, and hold harmless ~~and indemnify~~ Franchisor; and its parents, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and ~~legal~~ representatives from and against any and all claims, ~~causes of~~ demands, actions, damages, judgment, and monies ("Claims") brought by ~~any third party relating to the~~ liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Franchisee's performance, installation, service, customer interactions, or other activities in connection with any Internet Sales Program from purchases by a customer where transaction credited to Franchisee is given credit for such Products Purchase;

(g) ~~At any time that the Internet Sales Program is terminated as a result of agreements between the Franchisor and the Internet Sales Program vendor, the Program shall automatically terminate.~~ Franchisor reserves the right, in its sole discretion ~~to establish, at any time and without liability, to~~ modify, suspend, discontinue, and/or re-establish the Internet Sales Program in its entirety whole or in part. If the Internet Sales Program is terminated due to expiration or termination of any vendor or platform agreement, the Program shall automatically terminate without further obligation to Franchisee and;

(h) The Website, including TintWorld.com ~~website is~~ and any successor domain, is and shall remain the sole property of Franchisor. Franchisor ~~reserves the right to change the name of the website from TintWorld.com to such other name that Franchisor believes will better carry out the terms and purposes of the Internet Sales Program.~~ retains the exclusive right to modify, rebrand, replace, or redesign the Website and related digital platforms at any time in Franchisor's its sole discretion.

O. Use Approved Equipment

Franchisee shall ~~only~~ use, purchase, lease, and install ~~equipment and fixtures of the types, brands, and models that Franchisor determines to meet Franchisor's standards and specifications as to quality performance, and safety, and purchased from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves as provided in the Operations Manual. This includes purchasing or leasing all~~ only such equipment, ~~furnishings,~~ fixtures, furnishings, signs, products, inventory, supplies, software systems, technology platforms, uniforms, apparel, forms, labels, and services ~~that meet as conform to~~ Franchisor's ~~uniform quality then-current~~ standards and specifications ~~and purchasing these items from Franchisor's: (1) designated suppliers, (2) approved suppliers, and/or (3) or its affiliates.~~ for quality, performance, compatibility, appearance, and safety, as established by Franchisor from time to time in the Brand Standards Manual or otherwise in writing. All such items must be obtained exclusively from suppliers designated or approved by Franchisor, which may include Franchisor and/or its Affiliates, buying cooperatives, or other sources specified by Franchisor. Franchisor shall have the sole and continuing right, in its discretion, to designate, approve, conditionally approve, or revoke approval of any supplier, brand, type, or model at any time.

P. Use Approved Signs

Franchisee shall, at its sole cost and expense and subject to applicable building codes and regulations, purchase or lease and continuously maintain such exterior and interior signage as Franchisor requires to ensure maximum display and uniform presentation of the Names and Marks. All signage must be obtained exclusively from suppliers designated or approved by Franchisor, which may include Franchisor and/or its Affiliates, as set forth in the Brand Standards Manual or otherwise in writing. Franchisor shall have the sole and continuing right to specify and modify the required signage standards, including without limitation the color, size, design, materials, lighting, placement, and location of all signs. Franchisee shall strictly comply with such requirements and shall not alter, remove, relocate, or replace any signage without Franchisor's prior written consent. Franchisee shall not display, install, or place any additional signs, posters, decals, banners, promotional materials, or decorative items in, on, or about the Center Location without Franchisor's prior written approval.

~~Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of the Names and Marks of Tint World®, from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves as provided in the Operations Manual. Upon renewal of this Franchise Agreement, Franchisee shall be fully responsible for obtaining and equipping the Tint World® Center with the signage that is approved for use by Franchisor at the time of the renewal of the Franchise Agreement. The color, size, design, and location of said signs shall be as specified and approved by Franchisor. Franchisee shall not place additional signs, posters, or other décor items in, on or about the Center Location without the prior written consent of Franchisor.~~

Q. Use Approved Uniforms

Franchisee shall ensure that all employees of the Tint World® Center wear only those uniforms, apparel, name tags, and related items that are designated, required, or approved by Franchisor from time to time. All such uniforms and apparel must strictly conform to Franchisor's then-current brand standards and specifications, including without limitation requirements relating to design, color, style, logo placement, quality, durability, performance, and safety. Franchisee shall purchase all required uniforms and apparel exclusively from suppliers designated or approved by Franchisor, which may include Franchisor and/or its Affiliates, as set forth in the Brand Standards Manual or otherwise communicated in writing.

~~Franchisee shall only use, purchase uniforms that Franchisor determines to meet Franchisor's brand standards and specifications as to design, color, quality, performance, and safety, and purchased from suppliers (which may include Franchisor and/or its affiliates) Franchisor approves from time to time as provided in the Operations Manual.~~

R. No Vending Machines Without Franchisor Approval

Franchisee ~~may~~shall not install ~~in or at~~, operate, permit, or allow to be installed or operated at or within the Tint World® Center any ~~K~~kiosks, vending machines, amusement devices, games of chance, video games, newspaper racks, children's rides, telephone booths, cigarette, gum, candy, ~~refreshments~~beverage, coffee, refreshment, or other ~~vending~~dispensing machines or similar devices of any kind, whether owned by Franchisee or any third party, without the express Franchisor's prior written consent of Franchisor, and only then in such manner as prescribed by, which may be granted or withheld in Franchisor's s for all Franchisee's sole discretion.

S. Telephone Numbers, Domain Names and Emails of Business

Franchisee acknowledges and agrees that all telephone numbers, directory listings, domain names, email addresses, social media accounts, usernames, handles, login credentials, passwords, and any related digital assets used in connection with the Business or the Marks (collectively, the “Communication Assets”) are integral components of the System and are subject to Franchisor’s exclusive control and approval. Franchisee shall not establish, change, discontinue, transfer, redirect, modify, or add any Communication Assets without Franchisor’s prior written consent, which may be granted or withheld in Franchisor’s sole discretion. Franchisee shall advertise, publish, and utilize all Communication Assets strictly in the manner prescribed by Franchisor. Franchisee agrees that all Communication Assets associated with the Marks and used in connection with the Business are and shall remain the exclusive property of Franchisor, regardless of whether Franchisee paid for, registered, created, maintained, or used such Communication Assets. Franchisee shall promptly execute and deliver any assignments, authorizations, releases, registry transfer forms, account access forms, or other documents required by Franchisor to confirm or perfect Franchisor’s ownership and control of the Communication Assets. Upon Franchisor’s written request at any time (including during the Term), Franchisee shall immediately transfer and assign to Franchisor (or its designee) all right, title, and interest in and to the Communication Assets, including all access credentials, administrative permissions, and control rights. Franchisee shall not impose or allow any lock, restriction, authentication barrier, protective code, third-party limitation, or other impediment that could restrict Franchisor’s access to, ownership of, or ability to transfer or control the Communication Assets. Franchisee shall not terminate, cancel, allow to lapse, suspend, or impair any Communication Asset during the Term, nor take any action that could directly or indirectly interfere with Franchisor’s ability to access, control, redirect, or transfer such Communication Assets upon termination, expiration of this Agreement, or otherwise.

Franchisee shall be solely responsible for all charges and fees associated with maintaining the Communication Assets, including any fees imposed by telephone providers, registrars, internet service providers, hosting providers, directory agencies, and social media platforms. If Franchisor pays any such amounts on Franchisee’s behalf, Franchisee shall reimburse Franchisor immediately upon demand. Franchisor reserves the right to implement protective codes, access controls, account restrictions, or other security measures to protect the System and the Communication Assets. Franchisee acknowledges and agrees that any telephone company, registrar, directory listing service, ISP, hosting provider, or social media platform may rely upon this Agreement as conclusive evidence of Franchisor’s ownership and authority to amend, transfer, redirect, suspend, or terminate any Communication Assets, without liability to Franchisor. If at any time any Communication Asset is transferred, registered, or controlled by any person or entity other than Franchisor (including Franchisee, Franchisee’s Affiliates, or Franchisee’s employees), Franchisee shall immediately cooperate fully to restore and transfer such Communication Asset to Franchisor, including execution of all documents and delivery of all credentials required to complete such transfer.

~~Franchisee understands and agrees that the telephone number(s) and telephone directory listings (collectively, the “Telephone Numbers and Listings”) and the domain name(s), email address(es), social media accounts and passwords (“Accounts”) associated with the Marks and used from time to time in connection with the operation of the Business constitutes a part of the System and are subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s), domain name(s), email address(es), and social media accounts or add new telephone number(s), domain name(s), email address(es) and social media accounts for the Business without prior notice and written approval by Franchisor. Franchisee shall advertise and publicize the telephone number(s), domain name(s), email address(es), and social media accounts for the Business in the manner prescribed by Franchisor. Franchisee agrees to promptly transfer the telephone number(s), domain name(s), email address(es) and social media accounts into Franchisor’s name at any time upon its written request. Franchisee agrees to pay all telephone company (“Telephone Company”), domain name registry (“Registry”) or internet service provider (“ISP”) charges or social media companies for such telephone numbers, domain names, email addresses and social media accounts, and to reimburse Franchisor if Franchisor must pay any such charges. Franchisee agrees not to place any restrictive codes on telephone numbers, domain names, email addresses, social media accounts and passwords (“Accounts”) associated with the Marks and used from time to time in connection with the operation of Franchisee’s Business without Franchisor’s written consent. Franchisee may not terminate any such telephone numbers, domain names, email addresses and social media accounts during the term or do anything else that may directly or indirectly impede Franchisor’s ability to transfer or use those telephone numbers, domain names, email addresses and social media accounts upon any termination or expiration of this Agreement.~~

Franchisor may implement and require Franchisee’s participation in a Remote Call Forwarding Program

(“RCF Program”) and related call monitoring, tracking, and call recording services (the “Recording Services”) for quality control, compliance monitoring, training, customer service evaluation, advertising evaluation, and System protection purposes. Franchisee irrevocably consents to the recording of any inbound and outbound telephone calls to or from the Tint World® Center, including calls made through any RCF Program number, whether or not notice of recording is provided, and whether or not such recording is required to be disclosed under applicable law. Franchisee shall notify all employees, managers, agents, and representatives that calls to and from the Tint World® Center may be monitored and recorded, and Franchisee shall ensure that each such person consents to such monitoring and recording as a condition of employment or engagement. Franchisee acknowledges and agrees that any employee’s participation in a call constitutes consent to such recording. Franchisee assumes full responsibility for compliance with all applicable laws relating to call recording and customer notice requirements, and Franchisee shall indemnify and hold harmless Franchisor and its Affiliates from any and all claims, damages, penalties, liabilities, or expenses (including attorneys’ fees) arising out of or relating to the Recording Services or Franchisee’s failure to comply with applicable law.

~~All telephone numbers, domain names, email addresses, directory listings and social media accounts for Franchisee’s Business are proprietary of Franchisor, and Franchisor has the right to transfer, terminate or amend such telephone numbers, domain names, email addresses, directory listings and social media accounts only on termination or expiration (without renewal) of this Agreement. Franchisor reserves the right to place protective codes restricting access to telephone, domain name and email address listings in order to protect the franchise System. If Franchisor takes any action pursuant to this Section XII.S., the Telephone Company, Registry, ISP, Social Media Companies, and all listing agencies may accept this Agreement as conclusive evidence of Franchisor’s exclusive rights to direct their amendment, termination, or transfer, without any liability to Franchisor.~~

~~In addition, Franchisee agrees to sign such release and transfer documents as Franchisor may require, to authorize Franchisor to obtain the telephone numbers, domain names, email addresses and social media accounts of Franchisee’s Business at any time including upon any termination or expiration of this Agreement. If, during the Term, the telephone numbers, domain names, email addresses and social media accounts for Franchisee’s Business should be transferred to someone other than Franchisor, Franchisee will cooperate with Franchisor to ensure that they are returned to Franchisor.~~

~~Franchisor has established a Remote Call Forwarding Program (“RCF”), which among other things enables Franchisor and Franchisee to better evaluate the effectiveness of certain forms of advertising of the Tint World® Center within various markets. The RCF program provides a telephone call recording service (the “Recording Services”) which allows Franchisee and Franchisor to listen to the recording of customers calls and or other callers who call Franchisee’s Tint World® Center when using the RCF telephone number(s) subject to legal consent requirements that necessitates Franchisor and Franchisee to enter into this Agreement. Franchisee acknowledges, understands the Recording Service includes the use of recording a customer or other caller’s telephone conversation within the Tint World® Center and agrees with the following: (a) Franchisee consents to the taping of any telephone call that comes into the Tint World® Center from an RCF telephone number, whether or not such consent is required by one or both of the parties to the telephone call, and may not be able to be identified if a telephone call coming into the Tint World® Center is being taped; (b) Franchisee shall advise each of their employees of the Recording Services program and will notify them that any telephone call that is received by the Tint World® Center is subject to being audio recorded, and that each employee of the Franchisee who answers a telephone call at the Tint World® Center on a landline consents to having that telephone call audio tape recorded, whether or not such employee hears any language at the beginning of the telephone call announcing that this telephone call is being recorded; (c) Franchisee acknowledges and agrees that Franchisee and their employees now and in the future understand that the receipt of any telephone calls at the Tint World® Center may be audio recorded; (d) Franchisee agrees that their consent and their employee’s consent to telephone calls received at the Tint World® Center being audio recorded and advise that their participation in any received telephone call at the Tint World® Center shall constitute their consent to such telephone call being audio recorded.~~

T. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to Franchisor any and all discoveries, inventions-or, improvements, developments, ideas, concepts, processes, methods, techniques-and products relating to, systems, works of authorship, marketing strategies, operating procedures, trade dress concepts, products, services, software, tools, manuals, training materials, or other intellectual property (whether or not patentable, copyrightable, or otherwise protectable) that relate in any manner to the System, the Marks, the Business, or the development, marketing-and/or, advertising, operation, whether patentable or not, relating to Franchisor’s or management of any Tint World® Center (collectively, “System Developments”), which are conceived, created, reduced to practice, developed, or made by Franchisee or any partner,

~~officer, director, agent of Franchisee's Owners, partners, officers, directors, managers, agents, representatives, contractors, or employees of Franchisee solely, whether alone or jointly with others, at any time during the term of this Agreement, regardless of whether or not Franchisor's facilities, Confidential Information, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such discoveries, inventions or ideas, concepts, methods, techniques, and products relating to development, marketing and/or operation, are the exclusive property of Franchisor, and that Franchisor shall have no obligation to Franchisee with respect thereto. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by Franchisee's within the System will be distributed to the other Franchisees as a benefit of belonging to the System. Franchisee must sign whatever assignment and other documentation that Franchisor requires to evidence Franchisor's ownership and to assist Franchisor in securing intellectual property rights in these discoveries, inventions or ideas, concepts, methods, techniques, or products were utilized.~~

Franchisee acknowledges and agrees that all System Developments are works made for hire to the fullest extent permitted by applicable law and shall be the sole and exclusive property of Franchisor upon creation, without any further consideration, compensation, accounting, or obligation of any kind owed to Franchisee. To the extent any System Development is not deemed a work made for hire, Franchisee hereby irrevocably assigns, transfers, and conveys to Franchisor all right, title, and interest therein, including all intellectual property rights and all rights to apply for and obtain patents, copyrights, trademarks, trade secrets, and other protections worldwide. Franchisee shall execute and deliver, and shall cause Franchisee's Owners and all applicable personnel to execute and deliver, any assignments, waivers, declarations, applications, instruments, and other documents that Franchisor may require, at any time, to evidence, perfect, enforce, or record Franchisor's ownership rights in any System Developments and to secure or protect Franchisor's intellectual property rights. Franchisee shall further cooperate fully with Franchisor, at Franchisor's request, in any prosecution, registration, enforcement, defense, or litigation relating to such rights.

U. Permit Franchisor to Enter Business

Franchisor and its ~~agents~~representatives shall have the right, at any time during business hours and without prior notice, to: (a) enter and inspect Franchisee's the Tint World® Center and all related areas, equipment, records, and operations; (b) observe, photograph, ~~audiotape record~~, and/or video record any aspect of the Center's operations of Franchisee's Tint World® Center; and (c) interview ~~personnel and customers of~~ Franchisee's personnel, customers, vendors, and contractors, provided that Franchisor does not unreasonably disrupt normal business operations. Franchisor shall have the unrestricted right, at any time and without prior notice, to access remotely and monitor all technology systems used in connection with the operation of the Tint World® Center, provided that Franchisor will not interfere unduly including, without limitation: (i) the operation of Franchisee's Tint World® Center. Franchisee agrees to cooperate fully with such activities with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from Franchisor or its agents, and without limiting Franchisor's other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to correct immediately any deficiency detected during such inspection, Franchisor shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. The foregoing shall be in addition to any other remedies Franchisor may have pursuant to this Agreement. POS point-of-sale systems, inventory management, estimating, invoicing, payment processing, and reporting systems; (ii) CRM platforms, customer databases, appointment scheduling systems; (iii) Contact Center and call tracking systems; (iv) Remote Call Forwarding (RCF) systems and call recording systems; (v) website dashboards, online booking tools, digital marketing platforms, and social media business accounts; (vi) security systems, video surveillance systems, and camera feeds (including live and recorded footage); and (vii) any other software, hardware, cloud-based systems, or digital platforms designated or approved by Franchisor for use in the System (collectively, the "System Technology").

Franchisor may conduct mystery shopper evaluations (the "Mystery Shopping Program") for Franchisee's Center designed to monitor, document, and report compliance reviews with the Brand Standards. Franchisee shall participate and pay for Franchisor's mystery shopper and quality assurance program (the "Mystery Shopping Fee"), in the amount and frequency established by Franchisor from time to time. Mystery shopper evaluations may be conducted on a covert or overt basis and are intended to detect deviations or non-compliant practices, and provide clear guidance for operational improvement.

V. Additional Requirements for Corporate Franchisee

Franchisee and each Owner ~~(as defined below)~~ represent, warrant, and ~~agree that~~ covenant that the information set forth in Section XXIX (Owner and Ownership Disclosure / Personal Guaranty), attached hereto and incorporated herein by reference, is current true, correct, complete, and accurate. Franchisee ~~agrees to promptly update~~ shall immediately notify Franchisor in writing of any change affecting Section XXIX and shall promptly deliver an updated Section XXIX, duly executed by Franchisee and all applicable parties, so that Section XXIX ~~(as so revised and signed by Franchisee)~~ is at all times current, complete, and accurate. ~~Each person who is or becomes an Owner must execute an Owner's Personal Guaranty, in the form of Section XXIX, attached hereto and incorporated herein by reference, undertaking to be bound jointly and severally by the terms of this Agreement.~~ Each Owner must be an individual acting in his or her personal capacity unless Franchisor expressly waives this requirement in writing.

The term "Owner" ~~is defined as a~~ means any person or entity that ~~has any~~ holds, directly or indirectly, any legal ~~or, equitable, beneficial ownership, voting, or economic~~ interest in Franchisee, ~~if Franchisee is a business corporation, partnership, limited liability company, or other Legal Entity including any interest held through intermediate entities, trusts, nominees, affiliates, or other arrangements, whether or not of record.~~

If Franchisee is, or at any time becomes, a corporation, limited ~~or general~~ liability company, partnership, or other ~~organization or legal~~ entity, Franchisee shall comply with the following requirements ~~shall apply~~:

1. Franchisee shall ~~confine its activities to the establishment~~ be organized and operated ~~of~~ solely for the purpose of owning and operating the Tint World® Center authorized under this Agreement and shall not engage in any other business activity without Franchisor's prior written consent;

2. Franchisee's ~~Certificate or Sections of Incorporation and Bylaws (or comparable articles, bylaws, operating agreement, partnership agreement, and all other~~ governing documents) shall at all times ~~ensure that its activities are confined exclusively to operation of~~ expressly restrict Franchisee's purpose and operations to the Tint World® Center and ~~that they shall prohibit any~~ issuance, transfer, redemption, ~~purchase for cancellation and transfer of voting stock~~ assignment, or other disposition of any Ownership Interest ~~therein, is except in~~ restricted by the terms of compliance with this Agreement. Franchisee shall ~~furnish provide~~ Franchisor ~~promptly upon request~~ copies of Franchisee's Sections of Incorporation, Bylaws, and other governing documents, and any other documents Franchisor may reasonably request ~~any amendments thereto, from time to time; copies of such governing documents and amendments thereto upon request;~~

3. Franchisee shall maintain ~~a current list~~ accurate and complete records of all Owners ~~of, including~~ all record owners and beneficial ~~Ownership Interests of any class of voting stock of Franchisee,~~ and shall promptly ~~furnish provide~~ such list records to Franchisor upon request;

4. Franchisee shall maintain ~~stop-stop~~ transfer instructions ~~against~~ and shall not permit the transfer ~~on its record of any equity securities (voting or otherwise) except in accordance with the provisions of Section XV. All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock of any Ownership Interest except in full compliance with this Agreement. All~~ certificates or other evidence of Ownership Interest shall bear a restrictive legend substantially in the following form:

THE TRANSFER OF THESE SECURITIES OR OWNERSHIP INTERESTS IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT WITH TINT WORLD, LLC ~~DATED ON THE EFFECTIVE DATE. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE SECTIONS AND BYLAWS OF THIS CORPORATION. ANY TRANSFER OR ATTEMPTED TRANSFER IN VIOLATION OF SUCH AGREEMENT IS VOID AND OF NO EFFECT;~~

5. ~~All shareholders of~~ Franchisee and each Owner shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement, provided, however, that the requirements of this Section XII.V., ~~shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly Held Corporation");~~ as a condition precedent to holding such interest. Franchisee

shall ensure that no Ownership Interest is issued, transferred, or held unless such guaranty is fully executed and delivered to Franchisor;

6. If Franchisee is ~~or becomes~~ a partnership (general or limited), Franchisee shall furnish Franchisor ~~promptly upon request as~~ complete copy of its partnership agreement and ~~any other documents Franchisor may reasonably~~ all amendments upon request, ~~and any amendments thereto, from time to time;~~

7. Franchisee shall maintain a current list of all ~~general and limited~~ partners ~~and all~~ members, managers, shareholders, and other Owners ~~of~~ (record and ~~all~~ beneficial Owners of any class of voting stock of Franchisee), and shall ~~furnish the~~ provide such list to Franchisor promptly upon request, ~~from time to time;~~ and

8. Each ~~individual who~~ person or entity ~~which~~ holding any direct or indirect ownership ~~or beneficial Ownership~~ Interest in Franchisee, ~~directly or indirectly, (including each~~ any individual or entity holding an interest in any ~~partnership or corporation which~~ intermediate entity that owns an interest in Franchisee) ~~shall enter into a continuing, shall execute a~~ guaranty ~~agreement under seal,~~ in the form attached ~~hereto~~ as Section XXIX, as such form may be amended or modified by Franchisor, from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Franchise Agreement).

W. Customer Warranties

Franchisor has established a standardized customer warranty program, as further described in the ~~Operations~~ Brand Standards Manual, with respect to Authorized Products and Services, on such terms and conditions ~~which~~ as Franchisor may, establish, modify, amend, or discontinue in its sole discretion, ~~modify or change~~ from time to time. Franchisee agrees to use such warranty ~~product and service warranty~~ forms, procedures, and documentation as Franchisor ~~may provide and promptly perform all of the terms and conditions of all such customer warranties, unless it is prohibited by applicable law to offer and perform all such customer warranties at Franchisee's Tint World® Center,~~ prescribes and shall strictly comply with all warranty policies and procedures set forth in the Brand Standards Manual or otherwise communicated in writing. Franchisee shall have sole responsibility for all such warranties that it issues and for performing any other authorized warranties Franchisee issues to customers.

Franchisee agrees to comply with all policies and procedures on warranty programs set forth in the ~~Operations~~ Brand Standards Manual, including performing warranty service on customer warranties issued by other Tint World® Centers and keeping records with respect to Franchisee's reimbursement claims. Franchisee shall perform warranty services in a prompt, professional, and workmanlike manner and in accordance with Brand Standards . Franchisee agrees that all warranty services are performed by Franchisee solely as an independent contractor and not as ~~Franchisor's~~ an agent of Franchisor.

Franchisor has the unrestricted right to establish and maintain ~~a~~ national customer warranty programs, set forth in the Brand Standards Manual, containing such policies and procedures as Franchisor deems appropriate from time to time. Franchisee authorizes Franchisor to charge Franchisee for warranty services performed by another Tint World® Center on customer's warranties issued by Franchisee, and to credit Franchisee for warranty services Franchisee performs on customer warranties issued by another Tint World® Center, in such amounts as Franchisor may deem appropriate from time to time for the national customer warranty program. Franchisee agrees to pay Franchisor any net debit balances, and Franchisor agrees to pay Franchisee any net credit balances, with respect to the national customer warranty program at such times and on such conditions as Franchisor determines from time to time.

FRANCHISOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ~~THE MERCHANTABILITY OR SUITABILITY OF~~ ANY PRODUCTS SOLD OR SERVICES PERFORMED BY FRANCHISEE.

Franchisee has no authority to make any ~~kind of~~ warranty, representation, or guarantee on behalf of Franchisor. Franchisee shall not make any warranty or representation ~~to others on Franchisor's behalf. Franchisee is not to make or give to any customer any warrantee or representation as to the quality or fitness for use for any purpose, either,~~ express or implied, with respect to any concerning Authorized Products and Services, ~~unless Franchisor has~~

~~approved-the~~ other than those expressly approved in writing by Franchisor. Franchisee shall indemnify and hold Franchisor harmless from any claim arising out of unauthorized warranty~~ies~~ or representations made by Franchisee or its employees. Franchisee's obligations ~~and liabilities~~ under this Section XII.W., shall survive ~~any termination or the~~ expiration, ~~termination, transfer, or assignment~~ of this Agreement.

X. Customer Complaints

Franchisee ~~agrees to shall~~ promptly address ~~and resolve~~ all customer complaints in accordance with the policies and procedures ~~contained in the Operations Manual~~ set forth in the Brand Standards Manual, and other written directives issued by Franchisor from time to time. Franchisee shall maintain complete and accurate records of all complaints and resolutions and shall provide such records to Franchisor upon request. If Franchisee is unable or unwilling to fully resolve ~~any~~ customer complaint within thirty (30) days ~~and it becomes necessary for Franchisor to reimburse a customer in settlement of customer complaints about work performed at or by Franchisee's Tint World® Center, Franchisee agrees to~~ after the complaint is made known to Franchisee (or such shorter period as Franchisor may require based on the nature of the complaint), Franchisor may, but is not obligated to, resolve the complaint directly, including by issuing refunds, credits, replacements, warranty service, repairs, or other compensation. Franchisee authorizes Franchisor to take such action in Franchisor's sole discretion, and shall promptly reimburse Franchisor for ~~amounts expended on account of any such~~ all costs, expenses, settlements, refunds, credits, and other amounts paid or incurred by Franchisor in connection with any such customer complaints, plus a ten percent (10%) administrative fee. Franchisor may offset any such amounts against any sums otherwise payable to Franchisee or debit Franchisee's account through electronic funds transfer or other payment methods designated by Franchisor. Franchisee's obligations and liabilities under this Section XII.X., shall survive ~~any termination or the~~ expiration ~~or termination~~ of this Agreement.

Y. Comply with Laws

Franchisee ~~agrees to and~~ shall obtain and ~~at all times continuously~~ maintain ~~any and all required~~ licenses, permits, approvals, registrations, and certificates ~~relating to and necessary for full and proper~~ required for the lawful ownership, development, and operation of the Tint World® Center ~~franchised under this Agreement and the performance of all Authorized Products and Services~~. Franchisee ~~agrees to shall~~ at all times operate ~~its the~~ Tint World® Center in full compliance with all applicable federal, state, and local laws, ordinances, ~~and rules,~~ regulations, codes, and orders, including without limitation all health, safety, environmental, labor, and employment laws, and the Occupational Safety and Health Act ~~and to take reasonable prompt action to cure any deficiencies. Franchisee agrees to notify ("OSHA").~~ Franchisee shall immediately correct, at Franchisee's sole expense, any violation, deficiency, or noncompliance. Franchisee shall provide written notice to Franchisor ~~in writing~~ within five (5) days after ~~the commencement of any legal or administrative action, the issuance of any order of any court, agency or other governmental instrumentality, or the delivery of~~ Franchisee receives, becomes aware of, or is served with: (i) any notice of violation or alleged violation of ~~any law, ordinance or regulation that may adversely affect the operation of Franchisee's law;~~ (ii) any governmental citation, complaint, inspection report, warning, or order; (iii) any claim, investigation, inquiry, audit, or administrative proceeding; or (iv) any lawsuit, arbitration, or legal proceeding, in each case relating to the Tint World® Center or ~~Franchisee's that could reasonably be expected to adversely affect the operation, reputation, goodwill, financial condition, or compliance status of~~ Franchisee ~~agrees to adhere to Franchisor's standards of honesty, integrity, fair dealing, and ethical conduct in all dealings with Franchisee's customers or the Tint World® Center.~~

Z. Miscellaneous

~~Before~~As a condition precedent to filing or otherwise commencing any ~~action in~~ arbitration ~~or~~, litigation, or other legal proceeding against Franchisor or its Affiliates, Franchisee shall ~~give~~provide Franchisor ~~advance with~~ written notice of ~~Franchisee's intent to institute legal action against Franchisor, specifying the basis for such proposed action, and shall grant~~ its intent to initiate such action. Such notice shall describe in reasonable detail the factual and legal basis of the proposed claim and the relief sought. Franchisee shall provide Franchisor thirty (30) days from Franchisor's receipt of ~~said such~~ notice to investigate and cure the alleged act upon which such legal action is to be based. Franchisee further acknowledges and agrees that ~~Franchisee will~~ strictly compliance with the dispute resolution ~~provisions~~procedures set forth in this Agreement is mandatory and constitutes an express condition precedent to the initiation, filing, or maintenance of any claim.

XIII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A. Overall Coverage Required

Franchisee shall, at its sole cost and expense, procure, ~~prior to opening the Tint World® Center, and shall continuously maintain in full force and effect during throughout~~ the Term of this Agreement ~~at Franchisee's expense, an insurance policy or policies,~~ insurance coverage in such types, forms, and minimum limits as Franchisor may require from time to time, sufficient to protecting Franchisor, its Affiliates, and the respective officers, directors, managers, members, partners, ~~and employees of both,~~ and agents of Franchisor and Franchisee against any ~~loss, and all claims, losses, liabilityies, damages,~~ personal injury, death, property damage, ~~or expense whatsoever arising or occurring upon or in connection with operating the Tint World® Center. Franchisor shall be named as an additional insured on all such policies. Franchisor will, at Franchisee's request, provide Franchisee with assistance in obtaining the initial insurance coverage before opening of the Tint World® Center. Franchisor will have no liability to Franchisee, or anyone arising out of or related to any assistance Franchisor provides to Franchisee in obtaining initial costs, and expenses arising out of or relating to the ownership, operation, maintenance, or use of the Tint World® Center or Franchisee's Business. All required policies shall name Franchisor and its Affiliates as additional insureds and shall provide primary and non-contributory coverage with respect to any insurance maintained by Franchisor. Franchisee's insurance obligations are a material requirement of this Agreement and are not satisfied by any insurance maintained by Franchisor. If requested by Franchisee, Franchisor may provide general assistance in identifying insurance coverage; however, Franchisee acknowledges and agrees that Franchisor has no responsibility or liability for the availability, adequacy, or sufficiency of any coverage obtained by Franchisee.~~

Prior to the ~~eOpening of the Tint World® Center~~ Date, and thereafter ~~at least not less than thirty (30) days~~ prior to the expiration of any ~~such policy or policies,~~ Franchisee shall deliver to Franchisor certificates of insurance and, upon request, complete copies of all policies and endorsements evidencing ~~the proper~~ compliance with this Agreement. Each certificate shall provide that coverage may not be materially modified, cancelled, terminated, or non-renewed with/out limits not less than those required hereunder. All certificates shall expressly provide that not less than thirty (30) days' prior written notice shall be given to Franchisor in the event of material alteration to termination, non-renewal, or cancellation of; the coverage's evidenced by such certificates.

B. Insurance Carrier Must Be Approved by Franchisor

Franchisee ~~is required to~~ shall procure, and maintain in full force and effect throughout the Term the following insurance coverage: (a) comprehensive, ~~commercial, general~~ liability, garage keepers, and automobile liability insurance; (b) general casualty insurance, including fire and extended coverage, vandalism, and malicious mischief insurance ~~for the in an amount not less than the full~~ replacement value of Franchisee's Tint World® Center and its contents; and (c) business interruption insurance, ~~and shall include together with~~ such other insurance policies ~~that must contain the types and minimum amounts of and coverages, exclusions and maximum deductibles that as~~ Franchisor ~~periodically prescribes and may~~ requires from time to time in accordance with the standards and specifications set forth in the Operations Brand Standards Manual, ~~or otherwise provided in writing. Franchisee must furnish Franchisor evidence of such policy or All insurance policies that shall be written issued by an insurance company rated A minus A- or better, in and Class 10 or higher by A.M. Best Insurance Ratings Service (or similar (or an equivalent rating by from a comparable rating service acceptedable by to Franchisor). Franchisee shall furnish Franchisor satisfactory evidence of such coverage upon request. Franchisor and its Affiliates must shall be named as additional insureds on all applicable policies, and each policy shall provide that Franchisor shall receive not less than thirty (30) days' prior written notice to Franchisor of any of any cancellation, non-renewal, expiration, or material modification, cancellation or expiration of the policy and include all other provisions that Franchisor may require as a minimum (except additional coverages and higher policy limits may be specified by Franchisor (or ten (10) days' notice for non-payment of premium, if permitted by law). Franchisee's insurance coverage shall include such minimum limits, exclusions, deductibles, and policy terms as Franchisor may prescribe from time to time in the Manual), to Brand Standards Manual or otherwise in writing, includeing, without limitation,~~ the following ~~initial~~ minimum required coverage:

1. Commercial General Liability Insurance. (i) Commercial General Liability Insurance, including coverage for products-completed operations, contractual liability, personal and advertising injury, fire damage, medical expenses, having a combined single limit for bodily injury and property damage of not less than One Million Dollars

~~(\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00-in-the) aggregate;~~ and fire damage coverage shall be not less than One Hundred Thousand Dollars (\$100,000.00) per fire, and medical expense coverage, ~~which may have different limits-~~ shall be not less than ~~\$100,000.00 for one fire and Five Thousand Dollars (\$5,000.00 for one) per person);~~ respectively; (ii) ~~g~~Garage ~~k~~Keepers ~~l~~Liability ~~i~~Insurance policy ~~(current minimum in an amount of not less than Three Hundred Fifty Thousand Dollars (\$350,000.00-or-))~~ aggregate or Fifty Thousand Dollars (\$50,000.00) per service bay, whichever is greater); ~~plus (ii) non-owned;~~ (iii) Automobile Liability Insurance ~~and, if Franchisee owns, rents or identifies any covering owned, non-owned, and hired vehicles with any Names and Marks or vehicles are used in connection with the operation of the Tint World® Center; (including any vehicles bearing the Names and Marks), with limits of not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident for bodily injury, and One Hundred Thousand Dollars (\$100,000.00) per occurrence for property damage. If Franchisee does not own vehicles, Franchisee shall maintain at minimum non-owned and hired automobile liability coverage for owned, non-owned, and hired vehicles having limits for bodily injuries of \$1,000,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00 per occurrence; plus (iii) Franchisor recommends excess Liability Umbrella Coverage for the general liability and automobile;~~ (iv) Umbrella / Excess Liability Insurance, Franchisee is strongly encouraged to maintain umbrella or excess liability coverage ~~in an amount~~ of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. All such coverages shall be on an occurrence basis and shall provide for waivers of subrogation;

2. ~~Franchisee shall also maintain All-risk~~ Property Insurance, ~~-. Franchisee shall maintain all-risk property insurance (including theft and, where applicable, flood coverage (when applicable);)~~ written ~~at on a~~ replacement cost ~~value~~basis covering ~~the leasehold/building improvements, furniture, fixtures, equipment, and inventory. Coverage shall be written in a value which will cover maintained at~~ not less than eighty percent (80%) of the replacement cost of the building and one hundred percent (100%-percent) of the replacement cost of the contents ~~of the building~~;

3. ~~Franchisee shall also maintain Business Interruption Insurance-of.~~ Franchisee shall maintain business interruption insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00), providing coverage for loss of income and ~~other related~~ expenses ~~with for~~ a limit period of not less than six (6) months-of coverage;

4. ~~Franchisee shall also maintain Workers' Compensation / Employer's Liability-and.~~ Franchisee shall maintain Worker's compensation ~~i~~nsurance and employer's liability insurance in compliance with all applicable laws; and

5. ~~Franchisee shall also maintain Comprehensive Crime and Blanket Crime / Employee Dishonesty Coverage.~~ Franchisee shall maintain comprehensive crime insurance, including blanket employee dishonesty coverage, in an amount ~~of~~ not less than Ten Thousand Dollars (\$10,000.00).

6. Additional Coverages. Franchisee shall obtain and maintain such additional insurance coverages, exclusions, deductibles, endorsements, and minimum limits as Franchisor may reasonably require from time to time as set forth in the Brand Standards Manual or otherwise designated in writing.

Franchisee is required to pay make all insurance-related payments ~~through by~~ electronic funds transfer ("EFT") / automated clearing house ("ACH") debit, or automatic withdrawal from Franchisee's ~~main~~primary deposit~~ing~~ory bank account, as designated by Franchisor. Franchisee ~~is required to~~shall complete and execute all EFT/ACH and credit card authorization documentation required by Franchisor to facilitate such payments. ~~At Upon~~ Franchisor's request, Franchisee shall furnish Franchisor with certificates of insurance and such additional evidence of insurance coverage and proof of payments of premiums as Franchisor may reasonably requires. If Franchisee fails or refuses to obtain or maintain any required insurance coverage, or fails to furnish satisfactory evidence thereof, ~~Franchisor at its option and then in addition to Franchisor's any other rights and remedies available to Franchisor hereunder, may this Agreement, Franchisor may, at its option (but shall have no obligation to do so), obtain such insurance coverages on Franchisee's behalf. If Franchisor does so In such event, Franchisee agrees to fully cooperate with Franchisor in its effort to obtaining such insurance policies and agrees to pay shall promptly reimburse Franchisor any for all costs-and, premiums, fees, and expenses incurred by Franchisor in connection therewith.~~

Franchisee's obligation to obtain and maintain the required insurance coverage ~~is shall~~ not be diminished or affected in any manner by ~~reason of any separate~~ insurance that Franchisor may ~~choose to elect to obtain or~~ maintain,

nor ~~does it~~ shall Franchisee's compliance with the insurance requirements relieve Franchisee of ~~its~~ any obligations ~~under or liabilities under the indemnification provisions of this Agreement, including without limitation~~ Section XVIII. Franchisor's approval of ~~the~~ any insurance ~~policy obtained by~~ Franchisee ~~obtains~~ shall not constitute, ~~and shall not be deemed,~~ a representation or warranty as to the adequacy of the ~~limits of coverage, limits, or terms~~ of such insurance.

~~Franchisee's obligation to obtain and maintain, or cause to be obtained and maintained, the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section XVIII., of this Agreement.~~ The insurance requirements ~~provided~~ set forth herein may be modified from time to time during the ~~t~~ Term by Franchisor in the exercise of Franchisor's sole discretion, including as set forth in the Brand Standards Manual or otherwise in writing.

C. No Limitations on Coverage

Franchisee's obligations ~~s~~ to obtain and maintain the foregoing insurance policies in the types and minimum amounts ~~specified~~ required under this Agreement shall not be limited ~~in any way by reason of, reduced, or otherwise affected by~~ any insurance ~~which may be maintained by that~~ Franchisor, ~~nor shall~~ may elect to maintain. Franchisee's ~~performance of that obligation~~ procurement or maintenance of such insurance shall not relieve ~~it of~~ Franchisee of any liability or obligations under the indemnity provisions set forth in of this Agreement. Franchisee may, at its own expense, obtain and maintain such additional insurance ~~as it may consider~~ coverage as Franchisee deems advisable.

D. Franchisee Must Provide Evidence of Coverage to Franchisor

Upon obtaining the insurance required by this Agreement and ~~on~~ upon each ~~policy renewal date thereafter, replacement, or modification thereof,~~ Franchisee shall promptly ~~submit evidence of satisfactory~~ deliver to Franchisor certificates of insurance evidencing the required coverage and proof of payment ~~to~~ of all premiums. Upon Franchisor's, together with, upon request, Franchisee shall also deliver complete copies of all policies ~~and policy amendments and, binders, endorsements. The evidence, riders, and amendments.~~ Each certificate of insurance ~~shall include a statement by~~ and applicable policy endorsement shall expressly provide that the insurer ~~that the policy or policies will not be cancelled or materially altered without giving at least~~ will give Franchisor not less than thirty (30) days' prior written notice to Franchisor ten (10) days' prior written notice for nonpayment of premium) of any cancellation, non-renewal, lapse, expiration, or material modification of coverage. Delivery of certificates shall not be deemed a waiver of Franchisee's obligation to maintain the required insurance at all times in full force and effect.

E. Franchisor May Procure Insurance Coverage

Should Franchisee, for any reason, fail to procure ~~or,~~ maintain ~~the,~~ or timely provide satisfactory evidence of any insurance required ~~by~~ under this Agreement, ~~as described from time to time by the Operations~~ the Brand Standards Manual, or otherwise in writing by Franchisor, Franchisor shall have the right ~~and authority (,~~ but not the obligation) ~~to procure, to obtain~~ such insurance ~~and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses, which shall~~ coverage on Franchisee's behalf without prior notice. Any insurance so obtained by Franchisor may, at Franchisor's discretion, provide coverage only for Franchisor's interests and may not provide coverage for Franchisee's interests. Franchisee shall immediately reimburse Franchisor, upon demand, for all premiums, costs, and expenses incurred in connection with such coverage, together with an administrative fee of not be less than 20% twenty percent (20%) of the premium for an administrative cost of obtaining the insurance. Such amounts shall be deemed Additional Fees due under this Agreement and shall be payable by Franchisee immediately upon notice from Franchisor, without offset or deduction.

XIV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

A. Bookkeeping, Accounting and Records

Franchisee shall prepare, maintain, and preserve for a minimum of seven (7) years, ~~full,~~ complete, accurate ~~records (including, and current books~~ and records relating to ~~Franchisee's Gross Revenue) and closeout sheets, payroll, accounts (using Franchisor's standard chart of accounts and accounting system described by Franchisor and~~

~~specified in the Operations Manual or otherwise specified in writing) for Franchisee's~~the operation of the Tint World® Center, ~~copies of Franchisee's~~including without limitation records of Gross Revenues, daily closeout reports, payroll records, bank statements, sales tax returns, ~~bank statements,~~ and such portions of Franchisee's state and federal income tax returns as related to ~~Franchisee's~~the Tint World® Center). ~~All such.~~ Franchisee shall maintain such records using Franchisor's required accounting system and chart of accounts as set forth in the Brand Standards Manual or otherwise designated by Franchisor in writing. All books and records shall be kept maintained at the Center Location, unless Franchisor otherwise approvesd. Alternatively, in writing by Franchisor. Franchisee may keepmaintain such books and records at the Center Location of theoffice of its Aaccountant who maintains Franchisee's financial records and/or prepares Franchisee's tax returns, provided Franchisee notifiesgives Franchisor in advanceprior written notice and such accountant agrees to giveprovide Franchisor ~~such~~unrestricted access to such ~~books and records~~upon request.

Franchisee ~~mayshall~~ not commingle ~~any of Franchisee's~~funds derived from the operation of ~~Franchisee's~~the Tint World® Center with any other funds. If Franchisee commingles ~~any of the funds derived from the operation of Franchisee's Tint World® Center, with other funds such as Franchisee's personal funds,~~such funds, Franchisor shall have then a right, in addition to ~~Franchisor's other rights hereunder and under applicable law, Franchisor will have the right to review and photocopy all of theall other remedies,~~ to inspect, review, and copy any and all books, records, and accounts relating to ~~such other~~ commingled funds, including Franchisee's personal or non-franchise business financial records, as necessary to verify Gross Revenues and ~~ae~~amounts due under this Agreement.

B. Franchisor's Right to Audit

Franchisor ~~orand~~ its designated agentsrepresentatives shall have the right, ~~at any time during normal business hours and/or suchat~~ other reasonable times, to inspect, examine, photocopy, record, and audit ~~theFranchisee's~~ books, records, bank statements, tax returns, and other documents relating to the development, ownership, lease, occupancy, ~~orand~~ operation of ~~Franchisee's~~the Tint World® Center ~~for the,~~ solely purpose of determiningto verify Franchisee's compliance with ~~the provisions of thethis~~ Agreement. Franchisor ~~agrees toshall~~ provide Franchisee ~~with~~ reasonable prior notice ~~(which in no event shall be more thanof any audit (not to exceed thirty (30) days) of any such audits,~~ unless Franchisor has reasonable justification ~~for not providingto conduct the audit without prior~~ notice, in which case no prior notice ~~needshall~~ be givenrequired. Franchisee ~~must cooperateshall~~ fully cooperate with Franchisor ~~and,~~ its representatives, and any independent accountants ~~in conducting such audits.~~ If any audit discloses an understatement of Gross Revenues, Franchisor ~~agrees toshall~~ provide Franchisee ~~with~~ a copy of the audit report, and Franchisee ~~agrees toshall~~ pay ~~Franchisor,~~ within seven (7) days after receipt ~~of the audit report, the,~~ all Royalties and National Advertising Fund paymentscontributions due on the understated amount ~~of such understatement,~~ plus interest as requiredprovided in Section X.G., ~~from the original due date through the date originally due until the date of paymentpaid.~~ Franchisor's acceptance of any such payment ~~doesshall~~ not constitute a waiver of any rights, including ~~Franchisor's~~rights under Section XXIII., nor shall it constitute an estoppel or election of remedies.

~~In addition,~~ Franchisee agrees to payreimburse Franchisor for the full costs of any audits ~~performed as a result ofif:~~ (a) Franchisee ~~failures~~ to submit statements ofrequired Gross Revenue reports; (b) Franchisee's ~~failures~~ to maintain required books ~~and,~~ records, or computer systems ~~as required in Section XIV.G.;~~ (c) Franchisee's ~~reportinged~~ Gross Revenues for any ~~period of any~~ consecutive twelve (12) months period are more than two percent (2%) below ~~Franchisee's~~ actual Gross Revenues ~~for such period as determined by any such audit;~~ or (d) Franchisee's ~~failures~~ to produce all of Franchisee'srequested books and records ~~as required by Franchisor or its authorized agents~~ within fifteen (15) days after Franchisor's request ~~for any such items. Such,~~ aAudit costs include ~~the fees of any~~ independent accountants ~~and per diem~~ fees and all reasonable expenses incurred by Franchisor's personnel, including per diem, transportation, lodging, meals, and wages, and related costs of Franchisor's employees.

C. Reporting of Gross Revenues

Franchisee shall submit to Franchisor duringthroughout the ~~Term of this Agreement, after, commencing upon~~ the ~~Opening of the Tint World® Center,~~ (a) a royalty report, on a one week accounting period basis in the form Date, the following reports and documents in the form and manner prescribed by Franchisor from time to time; (a) Weekly Royalty Reports. A complete and accurately reflecting all Gross Revenues duringroyalty report for each preceeding one (1) week accounting period, reflecting all Gross Revenues for the preceding period and such other data or information as Franchisor may require, from time to time, saidwhich report to must be received by Franchisor withinno

~~later than~~ five (5) days ~~from~~after the ~~date of expiration~~end of each such ~~one week~~ accounting period; ~~and~~ (b) Financial Statements. ~~p~~Profit and loss statements, balance sheets, and trial balances prepared in accordance with generally accepted accounting principles, consistently applied, for each accounting period, ~~to~~which must be received by Franchisor ~~within~~no later than fifteen (15) days after the date of expiration of each end of the period covered by ~~the report, such~~ statements; (c) Sales Tax Filings. ~~e~~Copies of all sales and use tax returns and ~~relating to sales at or in connection with~~ the filings applicable to or arising from the operation of the Tint World® Center ~~to, which must~~ be received by Franchisor ~~within no later than ten (10) days after the close of the end of the applicable~~ state ~~sales tax~~ reporting period; and (d) Additional Information. ~~s~~Such other reports, data or, documentation, and operational or financial information as Franchisor may reasonably require, ~~from time to time~~.

D. Submission of Financial Statements

Franchisee shall, at its sole expense, submit to Franchisor, within thirty (30) days ~~of~~after the end of each calendar quarter during the ~~t~~Term of this Agreement, on forms prescribed by Franchisor, using the general ledger chart of accounts designated by ~~f~~Franchisor, and prepared in accordance with Generally Accepted Accounting ~~Standards~~Principles consistently applied ("GAAP"), complete and accurate financial statements ~~of~~for Franchisee's Tint World® Center for the preceding quarter, including, without limitation, an income statement, balance sheet, and statement of cash flows. ~~Each financial statement submitted by Franchisee shall be true and accurate and shall confirm the requirements set forth in this Section XIV(D) and as otherwise designated by Franchisor in the Operations Manual~~Franchisee represents, warrants, and agrees that all such financial statements and related submissions shall be true, correct, complete, and not misleading in any respect. Franchisee shall also, at its sole expense, submit to Franchisor within sixty (60) days ~~of~~after the end of each calendar year ~~a~~ complete annual financial statements for said such calendar year, including, without limitation, an income statement, balance sheet, and statement of cash flows ~~to, which shall~~ be prepared at least annually and compiled or reviewed (as required by Franchisor) by an independent Certified Public Accountant, ~~together with such other financial statements,~~ acceptable to Franchisor. Franchisee shall also provide Franchisor, upon request, copies of Franchisee's tax returns, tax records, supporting schedules, and such other financial information in such form as Franchisor may require. In addition, Franchisee shall ~~also~~ submit to Franchisor such other ~~current~~ financial statements and other forms, reports, records, reports, information, and data relating to the ownership, development, operation, and financial performance of the Tint World® Center as Franchisor may reasonably designate, in the form, and at the times and the places reasonably required by Franchisor, upon request, and as specified from time to time, in the Operations form and within the time periods specified by Franchisor in the Brand Standards Manual or otherwise in writing.

E. Disclosure of Financial Statements

Franchisee hereby authorizes and grants permission to Franchisor to disclose and release to Franchisee's ~~landlord, lenders~~current or prospective landlords ~~or(s), lender(s), and/or prospective~~ lenders ~~(s)~~, any financial ~~and~~ operational, performance, and compliance-related information ~~relating to~~regarding Franchisee and/or the Business; ~~however, as~~ Franchisor has ~~deems~~ appropriate in its sole discretion. Franchisee acknowledges and agrees that Franchisor shall have no obligation to ~~do so~~ provide or disclose any such information.

F. Accounting Equipment

Franchisee shall ~~follow and adhere to the daily~~comply with all accounting ~~and~~ reporting, and data submission procedures ~~as required~~prescribed by Franchisor, ~~from time to time, and~~ Franchisee shall purchase, install, and maintain at Franchisee's sole expense all accounting and reporting equipment specified by Franchisor, including, ~~but not limited to~~without limitation, computer hardware, point of sale software, required dedicated telephone and power lines, modems, printers, other computer related accessories or peripheral equipment as Franchisor may specify from time to time for management information functions, such as recording point-of-sale ("POS") software, communication lines, printers, peripherals, payment processing, and related equipment necessary to record, track, and reporting Gross Revenues. ~~Such~~ and other operational data. All computer hardware must meet Franchisor's then-current specifications, and function properly with computer be compatible with the software and systems Franchisor requires. Franchisee ~~agrees to~~shall not use any point-of-sale ~~software or any other~~ system, payment processing, or other operational software in

connection with the operation of Franchisee's Tint World® Center that Franchisor has not been expressly approved in writing by Franchisor.

Franchisee ~~agrees to~~shall provide such assistance ~~as may be required,~~ cooperation and technical assistance reasonably necessary to connect Franchisee's ~~computer~~ systems with Franchisor's ~~computer~~ systems or ~~the computer system of a~~ with any third-party data collection CRM, call center, analytics, or other service ~~that~~provider designated by Franchisor designates. Franchisee ~~agrees to~~shall electronically transmit ~~electronically~~ to Franchisor such ~~data from Franchisee's computer system, in Franchisor's sole discretion, deem desirable, with the cost of such telephonic transmissions to~~ sales, financial, customer, inventory, marketing, and operational data as Franchisor may require from time to time. All costs associated with data transmission, connectivity, and system integration shall be borne by Franchisee ~~if Franchisor mandates electronic submissions of such data and no longer require Franchisee to furnish hard copies of such data pursuant to Section XIV.G.~~

Franchisee ~~agrees to, at its own expense, keep its computer~~shall maintain its systems in good ~~condition and to working order and shall~~ promptly install ~~such additions, changes~~all updates, upgrades, modifications, substitutions, or replacements to ~~software, telephone and power lines, and other data transmission facilities as~~ hardware, software, communication systems, and related infrastructure as directed by Franchisor ~~directs~~ to ensure full compatibility, cybersecurity integrity, operational efficiency, and ~~optimum communications capabilities between and among computer systems. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee agrees to use computer software that complies with Franchisor's specifications.~~

full system functionality. If Franchisee fails to transmit its sales figures and/or pay its maintenance fees ~~or any other fees due~~required data, fails to maintain required systems, or fails to pay any fees due to Franchisor or its Affiliates, Franchisee's ~~or~~ Tint World® POS, PRO CUT, and Franchise Intranet software programs will become disabled. Additionally, Franchisor requires that Franchisee purchase annually, the latest version of Tint World® POS Accounting Software to produce, prepare and submit financial and other computer software required to provide generated reports ~~Franchisor requires from time to time.~~ may suspend, restrict, or disable access to required software platforms, POS systems, intranet systems, or related technology services, in addition to any other remedies available under this Agreement.

The ~~point of sale software and equipment to be used in the Tint World® Center shall possess many important features in order to facilitate the operation and internal accounting control of the Tint World® Center. The software and hardware of the point of sale system shall contain the following, without limitation and is further described in the Manual:~~ (a) ~~highly sensitive computer with keyboard and monitor for input;~~ (b) ~~controlled access to~~ POS system and related hardware and software must include the capabilities described in the Brand Standards Manual, including without limitation: (a) secure user access controls; (b) management functions such as item voids, sales reporting, refunds and adjustments; (c) two remote printers to aid in monitoring sales; (d) internal communication among cash registers; (e) check printer to document the detail of all sales transactions; (f) capability to provide telecommunications to a central polling location; (g) a hard copy slip printer for receipts; (h) a security key and password identification for each employee, allowing the point of sale system to provide detailed sales information for each employee; (i) detailed sales tracking ability including, but not limited to, hourly sales, department sales, customer counts, inventory management, sales for the individual employees and accounting period to date sales information; and (j) communication or polling ability for all sales information to be retrieved by Franchisee or Franchisor. audit controls; (c) transaction-level sales tracking; (d) inventory management functionality; (e) employee-level reporting; (f) customer transaction documentation; (g) centralized data polling and communication capability; and (h) any additional features specified by Franchisor from time to time to support Brand Standards and operational oversight.

G. Periodic Reports

Franchisee agrees to ~~furnish~~submit to Franchisor, in the form, manner, and medium prescribed by Franchisor (including electronic submission through Franchisor-designated systems), the following complete, true, and accurate reports and supporting documentation: (a) no later than Wednesday of each week, a report of Gross Revenues for the immediately preceding week, ~~along together~~ with complete copies of all invoices ~~for,~~ work ~~performed (invoices are not required if~~ orders, repair orders, receipts, and transaction records supporting such report (unless Franchisor, in its sole discretion, determines that equivalent supporting data ~~is~~has been provided electronically in a format acceptable to Franchisor); (b) no later than the fifteenth (15th) day of each month during the first three (3) months of operation of

Franchisee's Tint World® Center, an income statement and statement of cash flows ~~for Franchisee's Tint World® Center~~ for the preceding month and ~~for the~~ year-to-date, and a balance sheet as of the end of such month, in each case prepared in accordance with Franchisor's required chart of accounts and reporting standards; (c) within ninety (90) days after the end of each calendar year, ~~a Franchisee's complete~~ year-end federal income tax return, ~~(including all schedules), together with a year-end~~ balance sheet ~~and~~, income statement, and statement of cash flows ~~of Franchisee's Tint World® Center~~ for such year, reflecting all year-end adjustments and accruals; ~~provided Franchisor will not unreasonably withhold its consent to a request for that~~ any extension of time to ~~provide such statements~~; (d) ~~such other~~ deliver such documents shall ~~be granted only if approved in writing by Franchisor in Franchisor's sole discretion, and any extension granted shall not relieve Franchisee of its reporting or payment obligations under this Agreement; and (d) such additional~~ information, reports, records, and documentation as Franchisor may require from time to time, including without limitation reports ~~on~~relating to marketing activities, customer warranty work, cost of goods sold ~~and~~, labor costs, sales performance, vendor purchases, payroll, and Franchisee's federal and state income tax statements (provided, however, that if Franchisee is an individual, ~~only the parts of income~~ Franchisee shall provide at minimum those portions of such tax statements that ~~disclose information about Franchisee's~~ relate directly or indirectly to the operation of the Tint World® Center ~~need to be furnished~~). ~~Franchisee agrees that the information in each such report and financial statement shall be complete and accurate.~~

H. Use of Customer Information

Franchisee acknowledges and agrees that all customer-related information and data generated, collected, obtained, stored, transmitted, or maintained in connection with the operation of the Tint World® Center, whether obtained through the Tint World® Center, the System Website, the Internet Sales Program, Franchisor's call center, any CRM platform, point-of-sale system, lead management system, online booking system, marketing campaigns, warranty submissions, reviews, mobile applications, Artificial Intelligence tools, third-party integrations, or any other System technology (collectively, "Customer Data"), constitutes proprietary System information and is an asset of the System owned exclusively by Franchisor. Customer Data includes, without limitation, customer names, addresses, phone numbers, email addresses, vehicle information, purchase history, service history, warranty history, lead source data, communications, call recordings, appointment records, payment history (excluding full credit card numbers), preferences, marketing opt-in/opt-out status, and any other data reasonably related to customer interactions or transactions. Franchisor shall have the unrestricted right to access, retrieve, control, store, use, analyze, aggregate, and transfer Customer Data for any lawful System purpose, including without limitation System operations, training, marketing, benchmarking, national account fulfillment, warranty administration, customer satisfaction, call center operations, Internet Sales Program administration, vendor programs, Artificial Intelligence development and deployment, and enforcement of Brand Standards.

~~Franchisor has the right to use or disclose information from all reports, statements and electronic data transmissions from Franchisee in such manner as Franchisor deems reasonably appropriate, provided Franchisor will not identify Franchisee by name unless required to do so by law or in connection with any legal proceeding, and provided further that, during the Term, Franchisor agrees not to (a) use the identity of customers of Franchisee's Tint World® Center for soliciting Franchisee's Authorized Products and Services by Tint World® Centers owned by Franchisor or any of its Affiliates, (b) sell, or authorize any Affiliate of Franchisor's, such information to any third party, or (c) disclose such information to any Affiliate that offers or sells any of the Proprietary Products and Services under trademarks or service marks that are not the Marks.~~

Franchisee is granted only a limited, non-exclusive, non-transferable, revocable license during the Term to access and use Customer Data solely for the purpose of operating the Tint World® Center in accordance with this Agreement and the Brand Standards Manual. Franchisee shall not sell, transfer, assign, license, disclose, export, copy, extract, retain (except as required by law), or otherwise use Customer Data for any purpose outside the operation of the Tint World® Center, nor permit any third party to do so, without Franchisor's prior written consent. Upon expiration or termination of this Agreement for any reason, Franchisee shall immediately cease all use of Customer Data and, upon request, promptly deliver to Franchisor or permanently delete (as directed by Franchisor) all Customer Data in Franchisee's possession, custody, or control, including any copies or backups, except to the limited extent Franchisee is legally required to retain such records. Franchisee shall certify compliance in writing upon Franchisor's request. Any Customer Data retained, copied, accessed, used, or possessed by Franchisee after the expiration or termination of this Agreement (except to the limited extent required by applicable law) shall constitute misappropriation of Franchisor's proprietary System assets and Confidential Information, and Franchisee acknowledges that such violation will cause

immediate and irreparable harm to Franchisor for which monetary damages would be inadequate, entitling Franchisor to immediate injunctive relief, specific performance, and all other remedies available at law or in equity, without the necessity of posting bond.

XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A. Names and Marks are Owned by Franchisor

All rights granted to Franchisees ~~usage of~~ to use the Marks ~~granted under the Franchise~~ this Agreement ~~is~~ are nonexclusive, ~~and~~ Franchisor expressly retains all rights in and to the Marks, including, without limitation, the right, among others: (a) to use the Marks in connection with selling the advertising, marketing, sale, and distribution of products and services; (b) to grant ~~other~~ additional licenses or franchises for use of the Marks, ~~in addition to those licenses already granted to existing Franchisees;~~ and (c) to develop ~~and~~ establish, acquire, or operate other systems using the same ~~or~~ similar ~~Marks~~, or ~~any other~~ different proprietary ~~M~~marks, and to grant licenses or franchises ~~in those~~ such systems without providing Franchisee any rights ~~to therein~~. Franchisee acknowledges that Franchisor is the sole and exclusive owner of the Marks and all goodwill associated therewith.

The Franchise Agreement grants Franchisee the right to use the ~~trademarks and service marks that identify the services and/or products offered by the Franchisor. All Franchisee usage of the Marks and any goodwill Franchisee establishes are to Franchisor's exclusive benefit and Franchisee retains no right or rights in the Marks on the termination of~~ Marks and is limited to the ~~exp~~ operation of the Franchise Tint World® Center in strict compliance with this Agreement. Franchisee may not shall not acquire any ownership, goodwill, or other proprietary interest in the Marks by virtue of this Agreement or Franchisee's use thereof. All goodwill arising from Franchisee's use of the Marks shall inure exclusively to the benefit of Franchisor. Franchisee shall use the Marks only in the form and manner prescribed by Franchisor and shall prominently display the Marks as required by Franchisor. Franchisee shall not: (i) use the Marks as a part of any corporate ~~or~~ trade, or business name, ~~nor may Franchisee;~~ (ii) use any other trade name, trademark, service mark, ~~emblem, or logo other than the Marks, as Franchisor may designate from time to time~~ logo, or designation in connection with the Tint World® Center without Franchisor's prior written approval; or (iii) contest, directly or indirectly, or assist others in contesting, the validity, ownership, or enforceability of the Marks. Franchisee must ~~prominently display the Marks on such items and in the manner Franchisor designates. Franchisee must obtain such fictitious or assumed name registrations as Franchisor requires or under applicable law. Franchisee must~~ clearly identify itself as the independent Oowner of the Tint World® Center by ~~placing Franchisee's~~ including its legal name on all business ~~checks, invoices, receipts, contracts, and other documents that bearing any of the Marks, and on all printed materials. Franchisee name must be followed by the phrase~~ by using the designation "Independently Owned and Operated" ~~as a franchisee of the Franchisor or such other phrase as Franchisor from time to time directs. Franchisor will have no liability or obligation to Franchisee whatsoever with respect to any required modification or discontinuance of any Mark, or the promotion of a substitute trademark, service mark or trade dress, that is a result of Franchisor's determination of a risk of conflicting rights with others or such other wording as Franchisor may require. Franchisee shall obtain and maintain all fictitious or assumed name registrations required by Franchisor or applicable law.~~

~~In addition to the Franchisor's registered marks,~~ Franchisor may modify, discontinue, or substitute any Mark if Franchisor determines that such action is advisable, including without limitation, to address potential conflicts with third-party rights. Franchisor shall have no liability to Franchisee for any costs or losses arising from such modification, discontinuance, or substitution. Franchisee acknowledges that Franchisor asserts a common law rights to ~~in~~ the name "Tint World®" ~~by virtue of Franchisor's use of the name since 1982 in Florida based on long-standing use and owns additional registered and unregistered marks not licensed under this Agreement. Franchisor also has additional registered marks that are not licensed to Franchisee under the franchise agreement, including several international marks.~~

Unauthorized use of the Marks constitutes a material breach of this Agreement and trademark infringement, entitling Franchisor to injunctive relief and all other remedies available at law or in equity. Franchisee acknowledges that the Marks are valid, and that Franchisor owns the Marks. Franchisee's right to use the Mark is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. Franchisee's unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of Franchisor's rights to the Marks. This Agreement does not confer on Franchisee any good will or other interest in the Marks. Franchisee's use of the Marks and any goodwill established thereby inures to Franchisor's exclusive benefit. All provisions to this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks and

~~trade dress Franchisor authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest, or assist any other person in contesting, the validity or ownership of the Marks.~~

Franchisor warrants with respect to the proprietary Names and Marks that:

1. Franchisor owns or has the ~~exclusive~~ right to use~~license~~ the ~~System, Names and Marks to establish for use in connection with the~~ Tint World® ~~operations worldwide~~System;
2. Franchisor ~~is taking and~~ will take such ~~steps as are~~actions as it reasonably ~~necessary~~determines appropriate to preserve and protect ~~the ownership and validity of such~~its rights in the Names and Marks; and
3. Franchisor will ~~use and permit Franchisee and other franchisees to use the Names and Marks with the System and standards attendant thereto, which underline~~establish and maintain standards for the System intended to protect and enhance the goodwill associated with ~~and symbolized by~~ the Names and Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's ~~franchised~~ use of the Names and Marks, pursuant to this Agreement, Franchisee agrees ~~that~~as follows:

1. Approved Use Only. Franchisee shall use only ~~the~~those Names and Marks ~~as are~~expressly approved in writing by Franchisor ~~for Franchisee's use, and shall use them only in the~~ exact form, manner, and context authorized ~~and permitted by Franchisor and that in any.~~ All uses whatsoever of shall clearly identify the Names and Marks ~~of Franchisor that the Names and Marks are identified as being~~as owned by or registered to ~~or owned~~Franchisor, as directed by Franchisor;
2. Limited Purpose. Franchisee shall use the Names and Marks ~~only~~solely in connection with the operation of the Tint World® Center at the approved Center Location and only in connection with the offering and sale of Authorized Products and Services ~~and in advertising for the Tint World® Center conducted at or from Franchisee's approved Center Location;~~
3. Franchise Disclosure Notice. Franchisee shall ~~use and display, as Franchisor may require in the operation of the Tint World® Center~~in the form and manner required by Franchisor, a notice ~~in the form approved by Franchisor~~ indicating that Franchisee is ~~a~~ "an independently owned Ffranchised Ooperator" ~~under the System~~ and that the Names and Marks are used ~~by~~pursuant to a Ffranchisee under such Franchise agreement;
4. Required Brand Identification. Unless otherwise ~~authorized or required~~directed in writing by Franchisor, Franchisee shall operate and advertise ~~the Tint World® Center~~exclusively under the Nname and Mmark "Tint World®" and such other Marks as Franchisor designates;
5. Strict License Limitation. Franchisee's right to use the Names and Marks is limited ~~to such usages as are authorized under~~strictly to the rights expressly granted in this Agreement, ~~and, a~~Any unauthorized use ~~thereof, modification, or variation of the Names and Marks~~ shall constitute ~~an~~material breach, trademark infringement ~~of Franchisor's rights, and irreparable harm~~;
6. No Agency or Obligation Authority. Franchisee shall not use the Names and Marks to incur any obligations, liability, or indebtedness on behalf of Franchisor, nor represent that it has authority to bind Franchisor;
7. No Use in Entity Name. Franchisee shall not use the Names and Marks, or any ~~part thereof~~confusingly similar designation, as part of its corporate ~~or another legal name~~name, trade name, legal entity name, or any other business identifier without Franchisor's prior written consent;
8. Registrations and Protection. Franchisee shall comply with Franchisor's instructions ~~in filing and maintaining the requisite trade name or~~regarding fictitious name ~~registration, filings and trademark notices~~ and shall execute any documents ~~deemed necessary by~~ Franchisor ~~or its counsel to obtain~~reasonably requires to protection ~~for, register, maintain, or enforce the validity of~~ the Names and Marks ~~or to maintain their continued validity and~~

enforceability;

9. ~~In the event any~~ Litigation Cooperation. Franchisee shall promptly notify Franchisor of any actual or threatened claim, demand, or litigation involving the Names and Marks ~~is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor~~ and shall cooperate fully ~~with, at~~ Franchisor's direction, in defending ~~such litigation~~ or enforcing Franchisor's rights;

10. Independent Ownership Identification. During the ~~Term of this Agreement~~ and any renewal ~~hereof~~, Franchisee shall clearly identify itself as the ~~Owner~~ independently owned operator of the Tint World® Center in conjunction with any use of the Names and Marks, including, ~~but not limited to, on~~ on signage, invoices, ~~order forms~~ contracts, receipts, ~~and contracts, as well as at such conspicuous locations at Franchisee's Center Location and as Franchisor may designate in writing. The form and content of such identification shall comply with standards set forth in the Operations~~ advertising, websites, and other materials, in accordance with the Brand Standards Manual; and

11. Domain Names; Digital Accounts; Social Media. (a) Franchisee shall not register, acquire, use, or maintain any domain name, URL, email address, social media account, username, screen name, or digital identifier containing the Marks or any confusingly similar term except as expressly approved in writing by Franchisor. (b) Any approved digital assets incorporating the Marks shall be registered, administered, and maintained in accordance with Franchisor's policies and may, at Franchisor's election, be registered in Franchisor's name or transferred to Franchisor at any time upon request. (c) Franchisee shall comply strictly with Franchisor's social media, digital marketing, CRM, call center, AI, and Internet Sales Program guidelines as set forth in the Brand Standards Manual or otherwise in writing. (d) Franchisor may require prior written approval of any digital content, advertising, postings, or online communications referencing the Marks.

~~11. Franchisee may not, either during or after this Agreement's term, use any of the Marks or any similar word, phrase or symbol (i) as part of any domain name or electronic address it maintains on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system or (ii) in any user name, screen name or profile in connection with any social networking Websites such as, but not limited to Facebook, Google, YouTube, LinkedIn, X/Twitter, Pinterest, Instagram, TikTok, Yelp, YP, except in accordance with Franchisor's guidelines set forth in the Operations Manual or otherwise in writing from time to time. If Franchisor approves the use of any social networking Websites (such as Facebook, Google, YouTube, LinkedIn, X/Twitter, Pinterest, Instagram, TikTok, Yelp, YP) in the operation of Franchisee's Tint World® Center or the posting of messages relating to Franchisee's Tint World® Center on other Websites, Franchisee will do so only in accordance with the Operations Manual and Franchisor's guidelines as they may be modified by Franchisor from time to time. Franchisor reserves the right to require its approval of any message Franchisee composes for a social networking Website or commentary for any other Website before Franchisee posts such message or commentary.~~

C. Franchisee Will Not Challenge Franchisor's Rights in Its Names and Marks

Franchisee expressly understands ~~and~~ acknowledges that, and agrees as follows:

1. Ownership. Franchisor is the sole and exclusive ~~O~~owner of all right, title, and interest in and to the Names and Marks ~~and the, together with all~~ goodwill associated ~~with and symbolized by them~~ therewith;

2. Validity. The Names and Marks are valid and serve to identify the Tint World® System and ~~those who are~~ authorized franchisees operating there under ~~the System~~;

3. No Challenge. Franchisee shall not, directly or indirectly ~~contest the validity or the ownership of, during or after the Term of this Agreement, contest, challenge, assist others in challenging, or take any action inconsistent with Franchisor's ownership, validity, enforceability, or exclusive rights in~~ the Names and Marks;

Marks;

4. No Ownership Interest. Franchisee's use of the Names and Marks pursuant to this Agreement does not ~~give~~ confer upon Franchisee any ~~O~~ownership ~~Interest or other~~ interest ~~in or to~~ proprietary rights in the Names and Marks or the goodwill associated therewith, except for the limited, non-exclusive ~~Franchise~~ license expressly granted

herein;

5. ~~Any Goodwill Inures to Franchisor. All~~ goodwill arising from Franchisee's use of the Names and Marks ~~in its Tint World® Center under the System~~ shall inure solely and exclusively to ~~Franchisor's~~ the benefit, ~~and of Franchisor.~~ Upon expiration or termination of this Agreement ~~and the Franchise herein granted~~, no monetary amount shall be ~~assigned as~~ attributed to any goodwill associated with Franchisee's use of the System or the Names and Marks;

6. Substitution of Marks. Franchisor reserves the right ~~to, in its sole discretion, to modify,~~ substitute ~~different, add to, or discontinue any~~ Names and Marks ~~for used~~ in identifying the System, ~~the or Tint World® Center and other franchised Tint World® Centers operating there under;~~ Centers. Franchisee agrees to comply promptly with any such change at Franchisee's expense and acknowledges that Franchisor shall have no liability arising from such substitution;

7. No Registration by Franchisee ~~hereby agrees.~~ Franchisee shall not ~~to register or,~~ attempt to register, or claim ownership in any jurisdiction of the Names and Marks, any confusingly similar mark, or any derivative thereof, whether in Franchisee's name or ~~that in the name~~ of any other ~~firm, person, or corporation entity;~~ and

8. ~~The right and~~ Nonexclusive License; Reserved Rights. The license ~~of the Names and Marks~~ granted ~~hereunder~~ to Franchisee is nonexclusive, ~~and~~ Franchisor ~~thus has and expressly~~ retains ~~the rights,~~ among others rights: (a) the right to use the Names and ~~itself~~ Marks in connection with selling the advertising, marketing, production, distribution, and sale of products and services; (b) the right to grant ~~other~~ additional licenses or franchises for the Names and Marks, ~~in addition to those licenses already granted to existing Franchisees;~~ and (c) the right to develop ~~and establish,~~ acquire, operate, or franchise other systems using similar ~~Names and Marks, or any other or different~~ proprietary marks, ~~and to grant licenses or franchises thereto at any location(s) whatsoever without providing~~ granting Franchisee any rights therein ~~to Franchisee;~~

9. ~~Franchisee understands and acknowledges that~~ Wholesale and Competitive Rights. Franchisor ~~has~~ retains the unrestricted right to ~~engage, directly or indirectly, through its or their employees, representatives, licensees, assigns, agents, and others, at wholesale, retail and otherwise, in the production, distribution and sale of produce, distribute, and sell~~ products bearing the Names and Marks ~~licensed hereunder~~ or other ~~names or marks, including without limitation, products included as part of the System~~ at wholesale, retail, online, or through any other channel of distribution, directly or indirectly. Franchisee shall not ~~under any circumstances~~ engage in any wholesale ~~trade~~ distribution or resale of System products ~~for resale~~ without Franchisor's prior written consent; and

10. Prior Users. Franchisee ~~understands and~~ acknowledges that Franchisor cannot prevent ~~anyone~~ any third party who began ~~using~~ lawful prior use of the name "Tint World®" before Franchisor's use ~~of it~~ from continuing ~~their~~ such use within the scope of that ~~name in the area of party's~~ prior ~~use~~ established rights.

D. Discontinuance of Use of Marks

If Franchisor determines in its sole discretion, at any time for Franchisor and/or Franchise to modify, discontinue, replace, supplement, or substitute any Name, Mark, logo, slogan, trade dress, digital identifier, domain name convention, branding element, or other proprietary designation used in connection with the System, Franchisee shall, at Franchisee's sole expense, comply with Franchisor's written directions within the time period specified by Franchisor (or, if none is specified, within a reasonable time not to exceed ninety (90) days). Franchisor shall have no liability or obligation to Franchisee whatsoever with respect to any costs, losses, or damages arising from or relating to any required modification, discontinuance, or substitution of any Mark, including, without limitation, any resulting impact on Franchisee's business, whether arising from Franchisor's determination of a risk of conflicting rights with others or otherwise.

~~If Franchisor determines it is advisable at any time for Franchisor and/or Franchise to modify or discontinue use of any Mark and/or use one or more additional or substitute trademark, service marks or trade dress, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice. Franchisor will have no liability or obligation to Franchisee whatsoever with respect to any such required modification or discontinuance of any~~

~~Mark, or the promotion of substitute trademark, service mark or trade dress, that is a result of Franchisor's determination of a risk of conflicting rights with others.~~

E. Notification of Infringement Claims

Franchisee ~~agrees to~~shall promptly notify Franchisor in writing of any actual or apparent infringement of, misuse of, or challenge to Franchisee's use of any Mark, or any claim by ~~another~~any person ~~of any or entity asserting rights of in or to~~ any Mark. Franchisee ~~may~~shall not communicate with any such person, ~~other than Franchisor, its counsel and Franchisee's counsel, in connection with~~ or entity regarding any such infringement, challenge, or claim. ~~Franchisor will have sole discretion to take such action as Franchisor deems appropriate and will have the right to control exclusively, except through or with the express written consent of Franchisor, and other than communications with Franchisor, Franchisor's counsel, and Franchisee's counsel. Franchisor shall have the sole and exclusive right, but not the obligation, to determine what action, if any, shall be taken with respect to any such infringement, challenge, or claim, and shall have the exclusive right to control, direct, settle, compromise, defend, or prosecute any litigation, arbitration, administrative action, or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. Franchisee must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of~~shall cooperate fully with Franchisor in connection therewith and shall execute any documents and provide any assistance reasonably requested by Franchisor or Franchisor's counsel to protect and enforce Franchisor's interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect Franchisor's interestrights in the ~~m~~Marks.

F. Indemnification of Franchisee

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee, for ~~all damages for which it is held liable in any action for~~ trademark infringement arising solely out of Franchisee's authorized use of ~~any the~~ Marks ~~pursuant to~~strictly in accordance with and in full compliance with this Agreement and, ~~accept as provided herein, for all costs~~ the Brand Standards Manual. Franchisor shall reimburse Franchisee for reasonable ye costs and expenses incurred ~~red~~ in defending any such claim ~~brought against Franchisee, provided, but only if:~~ (a) Franchisee has ~~timely notified Franchisor of such claim and~~ provided ~~further that~~ Franchisor with prompt written notice of the claim; (b) Franchisee and its Owners are ~~in, and remain throughout the proceeding, in full~~ compliance with this Agreement and all other agreements ~~entered into with Franchisor or any~~ d if its Affiliates. ~~Franchisor, at its sole discretion, is entitled to prosecute, defend and/or settle any such action arising out of Franchisee's use of any Mark, and if Franchisor undertakes to prosecute, defend and/or settle any such matter;~~ (c) the alleged infringement does not arise from any unauthorized use, modification, combination, or misuse of the Marks by Franchisee; and (d) Franchisee fully cooperates with Franchisor in the defense. Franchisor has no obligation to indemnify or reimburse Franchisee for any fees or disbursements of any legal counsel retained by Franchisee. Franchisor shall have no obligation to indemnify Franchisee for: (i) any settlement entered into without Franchisor's prior written consent; (ii) any claim arising from Franchisee's breach of this Agreement; or (iii) any damages attributable to Franchisee's negligence, misconduct, or unauthorized conduct.

XVI. SPECIFIC OBLIGATIONS OF THE FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Franchisor's Confidential Information

Franchisor owns proprietary and ~~C~~confidential ~~I~~information ~~(and trade secrets (collectively, the~~ "Confidential Information") relating to the development ~~and~~ operation, marketing, management, technology, and franchising of Tint World® Centers, including without limitation: (1) technical information and expertise relating to Authorized Products and ~~s~~Services and the equipment, installation methods, and processes used in connection therewith; (2) site selection criteria, demographic analysis, market research, and location approval standards for Tint World® Centers; (3) sales, advertising ~~and marketing programs and~~, marketing, promotional programs, pricing programs, lead handling methods, customer acquisition strategies, and customer retention techniques ~~for Tint World® Centers;~~ (4) knowledge of operating results ~~and~~, financial performance, reporting data, and benchmarks of Tint World® Centers, ~~other than Franchisee's Tint World® Center and~~ any other Tint World® Franchisee's Tint World® Centers ~~that owned by Franchisee owns;~~ (5) comprehensive methods ~~of~~, procedures, policies, and standards for operating Tint World® Centers, including pricing information and labor guidelines, inventory requirements, vendor relationships, and recommended product mix; ~~and~~ (6) computer software programs, platforms, point-of-sale systems, CRM systems, call center systems,

internet sales systems, artificial intelligence tools, automation tools, and other technology systems utilized in connection with the System; and (7) any manuals, guides, training materials, bulletins, reports, specifications, proprietary forms, templates, communications, or other materials furnished by Franchisor or its Affiliates.

Franchisor agrees to disclose relevant ~~parts~~portions of the Confidential Information to Franchisee solely for Franchisee's limited use in the operation of Franchisee's Tint World® Center. ~~The~~ during the Term and solely in accordance with this Agreement and the Brand Standards Manual. Franchisee acknowledges and agrees that the Confidential Information is proprietary ~~and~~, includes trade secrets, and constitutes a material and valuable asset of Franchisor. During the Term and thereafter; (a) Franchisee ~~must~~shall not use the Confidential Information, directly or indirectly, in any other business or capacity ~~;~~ and Franchisee acknowledges that any such use ~~is~~constitutes an unfair method of competition ~~) and misappropriation of trade secrets;~~ (b) Franchisee ~~agrees to~~shall maintain the confidentiality of the Confidential Information and shall not disclose the Confidential Information to any person or entity except as expressly permitted under this Agreement and only to those employees who have a legitimate need to know such information for the operation of the Tint World® Center; (c) Franchisee ~~may~~shall not make any unauthorized copies, reproductions, screenshots, recordings, downloads, exports, backups, or duplications of any portion of the Confidential Information disclosed in written, electronic, audio, visual, or other form, including without limitation any digital copies stored on computers, mobile devices, external drives, cloud storage systems, or third-party platforms, except as expressly authorized in writing by Franchisor; and (d) Franchisee ~~agrees to~~shall implement and maintain all reasonable security procedures that Franchisor describes may require from time to time to prevent unauthorized use of the access, use, or disclosure of Confidential Information, including without limitation the use execution of nondisclosure agreements ~~with~~by Franchisee's ~~directors~~Owners, officers, directors, managers ~~and~~, employees, and ~~the~~contractors, and delivery of such executed agreements to Franchisor ~~upon request;~~ (e) Franchisee's ~~restriction on disclosure and use of~~shall not upload, input, copy, summarize, reproduce, analyze, or process any Confidential Information ~~do not apply to information or techniques which are or become generally known in the automotive, residential, commercial and marine window tinting, mobile electronics, audio visual systems, security and protective systems, detailing, reconditioning, accessories and other maintenance, repair and service installations that we designate from time to time in the industry (other than through Franchisee's own disclosure), provided Franchisee obtains Franchisor's prior written consent to such disclosure or use. Franchisor agrees to consent to such disclosure or use if Franchisor believes such information is in the public domain.~~ (including any portion of the Brand Standards Manual or internal training materials) into or through any artificial intelligence system, chatbot, language model, automated writing platform, or third-party software tool, except as expressly authorized in writing by Franchisor.

Franchisee shall treat, and shall ensure that its ~~e~~Owners treat, all information it receives which comprises the Licensed Methods (including, without limitation, the ~~Operations Manual~~Brand Standards Manual, training materials, internal systems, software access credentials, reporting methods, and Brand Standards) as proprietary and confidential and shall not use such information in an unauthorized manner or disclose the same to any unauthorized person, including, without limitation ~~on or in connection with any~~through social media ~~website,~~ online forums, review platforms, or any other public-facing medium.

For the avoidance of doubt, Franchisee is not precluded by this Agreement from contacting or otherwise engaging with governmental authorities regarding the franchise. However, if ~~when~~ Franchisee receives a valid legal order, subpoena, civil investigative demand, or is otherwise required by applicable law to disclose any of Franchisor's Confidential Information to any governmental agency, regulatory authority, or court, Franchisee ~~should~~shall promptly notify Franchisor in writing regarding of such ~~receipt of the~~ request and provide Franchisor with a copy of the request and all relevant information ~~regarding the request as it pertains to Franchisor's Confidential Information~~pertaining to the disclosure, including any ~~specific required date for dissemination~~stated deadline for compliance. Before complying with the request, subject to any ~~specific~~legally required deadline ~~in the request,~~ Franchisee ~~should~~shall provide Franchisor at least fourteen (14) days ~~time~~ to review the request and, at Franchisor's election and ~~cost,~~ permit Franchisor expense, to seek a protective order or other remedy ~~with the requesting party.~~ Franchisee ~~must~~shall provide Franchisor with reasonable cooperation and assistance in connection with any such action Franchisor elects to undertake. If Franchisor elects not to contest the request, or if Franchisor is unsuccessful ~~with its efforts~~ and Franchisee remains legally compelled to ~~make such~~ disclosure, then Confidential Information, Franchisee may do so, ~~but~~ provided that Franchisee ~~should~~shall: (a) ~~only~~ disclose only that portion of the Confidential Information that ~~it is~~Franchisee is legally required to disclose; (b) use reasonable efforts to ensure ~~that~~ such Confidential Information is afforded confidential treatment; and (c) concurrently provide Franchisor with a complete copy of all Confidential ~~i~~Information ~~provided to the governmental~~

~~authority.~~ disclosed. Franchisee acknowledges and agrees that any unauthorized disclosure or use of Confidential Information will cause immediate and irreparable harm to Franchisor for which monetary damages may be inadequate, and that Franchisor shall be entitled to injunctive relief, specific performance, and all other remedies available at law or in equity, without the necessity of posting bond.

B. Franchisee Will Learn Proprietary Matters

Franchisee acknowledges ~~that he or she will obtain knowledge of proprietary matters, techniques and business procedures or Franchisor that are necessary and essential to the~~ and agrees that, in connection with the training, development, and operation of the Tint World® Center, ~~without which information Franchisee could not effectively and efficiently operate such Tint World® Center, including, without limitation, knowledge regarding the System, the layout~~ will obtain knowledge of proprietary matters, trade secrets, techniques, processes, systems, and business procedures of Franchisor that are necessary and essential to the effective and efficient operation of the Tint World® Center ~~and the Operations Manual~~. Franchisee further acknowledges that such information includes, without limitation, knowledge relating to the System, Brand Standards, trade dress, operating procedures, pricing strategies, layout and design of the Tint World® Center, technology platforms, digital marketing systems, and the Brand Standards Manual. Franchisee acknowledges that such proprietary information was not known to Franchisee prior to execution of this Agreement, that it has been developed through substantial effort and expense by Franchisor, and that the methods and systems of Franchisor are unique and novel to the Tint World® System. As used herein, "Proprietary Information" shall mean Confidential Information concerning, without limitation:

1. Persons, corporations, or other entities ~~which~~that are, have been, or become Franchisees of the System ~~and any, including ownership structures, investors therein, and performance data;~~

2. Persons, corporations, or other entities ~~which~~that are, have been, or become customers of ~~the~~any Tint World® Center, including customer lists, CRM data, lead information, call center data, Internet Sales Program data, and customer purchasing histories;

3. The terms of, and negotiations relating to, past or current Franchise Agreements and related agreements within ~~respect to the~~ System;

System;

4. The operating procedures and business systems of the System, including without limitation: ~~distinctive management, bookkeeping and accounting systems and procedures, advertising, and promotional and programs, marketing strategies, AI tools, call center methods, CRM systems, personnel hiring and training procedures, the vendor relationships, manufacturers, suppliers and uses of, equipment specifications, and approved supplier lists of vendors and suppliers;~~

5. The economic and financial characteristics of the System and its Franchisees, including without limitation: ~~pricing policies and schedules, profitability, cost structures, margins, earnings and, losses, and benchmarking data, capital structures, and debt structures~~ arrangements;

6. The ~~services and~~ scope, configuration, packaging, and delivery of products and services offered to customers of Tint World® Centers, including, ~~without limitation, the scope of~~ services performed, ~~and services refused~~ declined; and

7. All documentation, manuals, bulletins, training materials, technology platforms, reports, templates, specifications, and written, electronic, digital, or recorded materials relating to any of the foregoing, including without limitation the Brand Standards Manual and all updates thereto.

~~7. All documentation of the information is listed in Sections XVI.A.1. through XVI.A.7. hereof, including, without limitation, the Operations Manual. During the~~ Franchisee agrees that during the ~~Term~~ of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement (and, with respect to trade secrets, for so long as such information remains a trade secret under applicable law), Franchisee agrees shall not to divulge, directly or indirectly, disclose, publish, use, exploit, copy, or permit the use of any Proprietary Information,

without the prior written consent of Franchisor. ~~Nothing contained herein shall be construed so as to require Franchisor to divulge any secret processes, formulas, or the like, except as strictly necessary to operate the Tint World® Center in compliance with this Agreement.~~

C. Franchisee's In-Term Covenants

During the Term of this Agreement and any extension or renewal thereof, Franchisee and ~~Franchisee's each~~ Owners, individually, jointly, and severally, covenant and agree that they shall not:

1. Directly or indirectly: ~~(such as through corporations or other entities owned or controlled by Franchisee or its Owners) own~~ a Own, maintain, engage in, be employed by, provide services to, consult with, lend money to, guarantee obligations of, or have any legal or beneficial interest in, ~~manage, operate, or consult with;~~ (1) any Competitive Business located anywhere; or (2) (b) Own, operate, manage, or participate in any entity located anywhere which that grants franchises, licenses, memberships, dealership rights, or other rights to others to operate any Competitive Business; or (c) Develop, invest in, or participate in any business that offers products or services substantially similar to or competitive with any Authorized Products or Services, whether through physical locations, mobile services, ecommerce platforms, online marketplaces, social media channels, artificial intelligence systems, or any other means of distribution.

2. Directly or indirectly: (a) Divert or attempt to divert any business ~~or~~ customer ~~of~~ vendor, lead, internet inquiry, CRM contact, call center lead, or Internet Sales Program customer from any Tint World® Business to any ~~eCompetitor~~ or do anything Business; (b) Use any Customer Data, System Data, or Confidential Information to solicit, market to, or service customers for any Competitive Business; (c) Engage in any activity that is injurious, detrimental, or prejudicial to the goodwill associated with the Marks ~~or~~ the System, or any Tint World® Center; or (d) Make any false, misleading, disparaging, or harmful statements regarding Franchisor, the System, the Marks, or any Tint World® Center.

3. Directly or indirectly: (a) Create, operate, or assist in operating any website, ecommerce store, social media account, paid advertising campaign, SEO program, AI-generated marketing system, chatbot, or digital lead funnel that promotes or facilitates a Competitive Business; (b) Use confusingly similar domain names, metatags, paid search keywords, geofencing ads, AI-generated content, or other digital marketing strategies that compete with or dilute the Marks; or (c) Use artificial intelligence tools, automation systems, or CRM exports derived from the System to develop or enhance any Competitive Business.

4. During the Term of this Agreement and at all times thereafter, Franchisee and each Owner, individually, jointly, and severally, shall not, directly or indirectly, make, publish, transmit, post, distribute, or otherwise communicate any false, misleading, defamatory, disparaging, or harmful statements, whether oral, written, electronic, digital, or otherwise, concerning Franchisor, the System, the Names and Marks, the Trade Dress, the Brand Standards, the Internet Sales Program, the call center, CRM systems, artificial intelligence systems, digital platforms, any Tint World® Center, any other franchisee, or any of Franchisor's officers, directors, employees, Affiliates, vendors, or representatives. This prohibition includes, without limitation, statements made on or through social media platforms, review platforms (including but not limited to Google, Yelp, and similar services), websites, blogs, online forums, video platforms, press releases, paid search advertising, SEO campaigns, artificial intelligence-generated content, digital advertising, or any other public or semi-public medium. Franchisee shall not encourage, solicit, assist, or induce any third party to make any such disparaging statements. Nothing in this Section shall prohibit Franchisee from providing truthful testimony under oath if legally compelled or from communicating in good faith with governmental authorities as required by law; however, Franchisee shall not publicly disclose or broadcast any such concerns.

The term "Competitive Business" or "Competitor" ~~is defined as means~~ any enterprise (other than a Tint World® Center operated under a valid franchise agreement with Franchisor) that offers or sells, through any channel of distribution (including brick-and-mortar, mobile, ecommerce, wholesale, online marketplace, or digital platform), one or more of the following products or services, ~~through any means of distribution:~~ (i) automotive, residential, commercial, and/or marine window tinting; and/or protection films; (ii) mobile electronics; (iii) audio visual systems; (iv) security and protective systems; (v) detailing; (vi) reconditioning; (vii) accessories; (viii) related installation services; and/or ~~(viii) other similar maintenance, repair~~ and, protection, or enhancement services

~~installations on such items relating to vehicles, vessels, homes, or commercial properties.~~ Notwithstanding anything to the contrary contained in this Agreement, Franchisee is not restricted from: ~~(a) owning shares of a class securities of a Competitive Business that are listed on a stock exchange or traded on the over-the-counter market and that represent less than 5% of that class of securities; or (b) owning and operating a Competitive Business that that offers and sells an Authorized Product or Service that Franchisee owned and operated prior to the date that such product or service was designated as an Authorized Product or Service (even if such designation is on a test basis), and (iii) that Franchisee fully disclosed to Franchisor in writing before the date such product or service is designated an Authorized Products or Service.~~

D. Franchisee's Employees Will Not Disclose Proprietary Information

~~The~~ Franchisee may disclose Proprietary Information ~~only~~solely to ~~such~~those of its employees, agents, contractors, consultants, managers, and representatives ~~as must have access to it in order to~~who have a legitimate need to know such information for the purpose of operating the Tint World® Center in strict compliance with this Agreement and the Brand Standards Manual. Franchisee shall ~~obtain from~~require each such employee, ~~representative or agent, an agreement that such person shall not~~agent, contractor, consultant, manager, or representative, prior to being granted access to any Proprietary Information, Customer Data, System Data, software credentials, CRM access, point-of-sale systems, call center systems, or other System technology, to execute a written confidentiality and restrictive covenant agreement, in form and substance satisfactory to Franchisor, providing that such individual: (a) shall not, during the course of his/ or her employment, representation, or agency engagement, or relationship with Franchisee, or for a period of five (5) years thereafter, use, divulge (and, with respect to trade secrets, for so long as such information remains a trade secret under applicable law), use, copy, download, transmit, disclose, publish, exploit, or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation, any of the Proprietary Information of Franchisor; except as strictly required in the performance of authorized duties; (b) shall not upload, input, process, summarize, analyze, reproduce, or incorporate any Proprietary Information into any artificial intelligence platform, chatbot, automation tool, third-party software, or external system unless expressly authorized in writing by Franchisor; (c) shall not retain any copies (physical or digital) of Proprietary Information following termination of employment or engagement, and shall immediately return or permanently delete all such information upon request or separation; and (d) acknowledges that unauthorized disclosure or misuse of Proprietary Information constitutes misappropriation of trade secrets and may result in injunctive relief and other legal remedies.

E. Information Exchange

Franchisee acknowledges that ~~the~~ the value and continued growth of the System is maximized by Franchisor's depend in part upon the evaluation, development, refinement, and incorporation of innovations suggested or developed by Franchisees and incorporating them into the System if Franchisor deems appropriate. If innovations from such developed by other Franchisees are adopted and incorporated into the System, Franchisee will/shall be entitled to use them such innovations as part of the System, subject to the terms of this Agreement. In furtherance of maintaining and enhancing the System, Franchisee agrees to a reciprocal obligation and to disclose promptly and fully to Franchisor all ideas, concepts, discoveries, improvements, methods, techniques and products, processes, marketing strategies, software developments, digital tools, AI applications, product configurations, service enhancements, operational procedures, and other innovations relating in any manner to the development, marketing and/ technology, or operation of the Tint World® Center that Franchisee conceives or develops (collectively, "Innovations"), whether or not protectable as intellectual property, and whether conceived, authored, developed, reduced to practice, or created by or for Franchisee or Franchisee's, its Owners or, employees, it must be promptly disclosed to Franchisor and it will be deemed to be Tint World®'s sole and exclusive property, part of the System, and contractors, or agents, either alone or jointly with others, during the Term of this Agreement. All such Innovations shall be deemed works made-for-hire for Franchisor to the fullest extent permitted by law and shall be the sole and exclusive property of Franchisor as part of the System. To the extent any item Innovation does not qualify as a "work made-for-hire" for Franchisor, Franchisee assigns ownership of that item, and all related rights to that item to Tint World®, and Franchisee agrees to take whatever action (including: signing assignment or other documents) and to execute documents and do such other things as Franchisor may reasonably request for Franchisee to evidence and secure Tint World®'s ownership and to assist Franchisor in intellectual property rights in these ideas, concepts, methods, techniques or products whether or not they are patentable inventions. If Franchisor adopts any of them as part of the System, Franchisee agrees to grant Franchisor perpetual, royalty free, worldwide license to incorporate same into the System and to use, and sub-license the use, of same in connection with

~~Tint World® Centers~~ hereby irrevocably assigns, transfers, and conveys to Franchisor all right, title, and interest in and to such Innovation, including all intellectual property rights therein, whether now existing or hereafter arising, without additional compensation.

F. Franchisee's Post Term Covenants

For a period of two (2) years, ~~starting~~ commencing on the effective date of termination or expiration ~~and when of this Agreement, and provided~~ Franchisee has ~~complies~~ with all of Franchisee's ~~Post-Term~~ Post-Term Covenants (~~without Franchisee and has not exercised its any repurchase or continuation rights pursuant to, and in accordance with Section VII.B.) of this Agreement in accordance with its terms~~), Franchisee and ~~Franchisee's each~~ Owners, individually, jointly, and severally, shall not, directly or indirectly (~~such as including~~ through any corporations, partnership, limited liability company, trust, affiliate, family member, nominee, or other entities owned or controlled in whole or in part by Franchisee or ~~its any~~ Owners): (a) own, maintain, engage in, manage, operate, control, be employed by, provide services to, consult with, lend money to, guarantee obligations of, or have any legal or beneficial interest in any Competitive Business operating at the former Center Location; (b) own, maintain, engage in, manage, operate ~~or~~, control, be employed by, provide services to, consult with; ~~(a), or have any legal or beneficial interest in any Competitive Business located at the Tint World® Center;~~ (b) within a thirty (30) mile radius of the former Center Location; (c) own, maintain, engage in, manage, operate, control, be employed by, provide services to, consult with, or have any legal or beneficial interest in any Competitive Business located within a ~~radius of 20 miles of Franchisee's Tint World® Center;~~ thirty (30) mile radius of any Tint World® Center in operation on the effective date of termination or expiration; or (d) own, operate, manage, control, or participate in any entity ~~which~~ that grants franchises, licenses, memberships, dealership rights, or other rights ~~to other~~ to operate any Competitive Business. For purposes of clarity, indirect ownership or participation includes any arrangement designed to evade the intent of this Section, including ownership through holding companies, layered entities, silent partnerships, or advisory arrangements.

Franchisee and each of its Owners acknowledge that Franchisor has a protectable legal interest in the System and that these non-competition covenants contained in Section XVI.C. and Section XVI.F., are necessary elements to their protection and are an integral part of this Agreement.

G. Injunctive Relief is Available to Franchisor

Franchisee acknowledges and agrees that any failure to comply with the requirements of this Section XVI. ~~will cause Franchisor result in immediate and irreparable injury, and to Franchisor and the System, for which monetary damages would be inadequate. Accordingly,~~ Franchisor shall be entitled to obtain temporary, preliminary, and permanent injunctive relief, specific performance of, or an injunction against any violation of, such requirements; ~~Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay, and any other equitable relief to prevent or remedy any actual or threatened violation of this Section XVI, without the necessity of proving actual damages. Franchisee expressly waives any requirement that Franchisor post a bond or other security in connection with obtaining such relief. Franchisee further agrees to reimburse Franchisor for all court costs, expenses, and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, violation of requirements of in enforcing this Section XVI. The foregoing, including costs associated with obtaining injunctive or equitable relief. The remedies shall be set forth herein are cumulative and in addition to, and not in limitation of, any other legal or equitable remedies which available to Franchisor may have under this Agreement or applicable law.~~

H. Franchisor's Patent Rights and Copyrights

Franchisor does not own or claim any rights in or to any patents that are material to the ~~F~~ franchise granted under this Agreement. Franchisor claims and reserves all rights in and to the copyrightable materials it has developed and continues to develop in ~~pro~~ connection of its Operations with the System, including without limitation the Brand Standards Manual, and related training materials, and advertisement marketing and promotional materials although, advertising content, software interfaces, digital assets, and other proprietary documentation, whether or not such materials may not have been registered with the United States Copyright Office. However, Franchisor intends to obtain copyright protection for the Operations Manual and certain marketing, sales, and operations literature. Furthermore, may, at its discretion and at any time, register or seek registration of any such copyrighted materials in any jurisdiction. Franchisor further claims and maintains rights in and to certain trade secrets, proprietary information, and Confidential

Information ~~as discussed above. Franchisor considers certain information and materials relating~~ to the development ~~and~~, operation, marketing, and franchising of Tint World® Centers ~~to be Franchisor's. Franchisor considers such information to constitute valuable~~ trade secrets and proprietary business information (collectively, the “Confidential Information”), and such information may be used by Franchisee ~~only as provided in the Franchises~~ solely as expressly permitted under this Agreement. This and the Brand Standards Manual. Confidential Information includes, without limitation: (1) technical information and expertise relating to Authorized Products and Services and the equipment ~~used with them,~~ installation processes, and systems used in connection therewith; (2) site selection criteria, demographic analysis, and market evaluation methodologies for Tint World® Centers; (3) sales, marketing ~~and,~~ advertising, promotional programs and, digital strategies, CRM methodologies, call center systems, and related techniques ~~for Tint World® Centers;~~ (4) knowledge of operating results ~~and,~~ benchmarking data, financial performance, and system-wide analytics of Tint World® Centers, other than Franchisee’s ~~Tint World® own~~ Center and other ~~Tint World®-Centers that owned by~~ Franchisee ~~owns;~~ (5) comprehensive operational methods ~~of operating Tint World®-Centers, including,~~ procedures, pricing ~~information and strategies,~~ inventory mix, vendor relationships, and Brand Standards; and (6) computer software ~~and,~~ internet programs. ~~Franchisor reserves the right to register any of its copyrighted materials at any time Franchisor deems appropriate.,~~ ecommerce platforms, data analytics systems, artificial intelligence tools, and other digital infrastructure utilized in connection with the System.

XVII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall provide written notice to Franchisor ~~in writing~~ within five (5) calendar days ~~of after~~ Franchisee receives notice of ~~the,~~ or becomes aware of: (a) the commencement or threatened commencement of any action, suit, or arbitration, administrative proceeding against, investigation, audit, or regulatory inquiry involving Franchisee, and of or the Tint World® Center; (b) the issuance of any inquiry, subpoena, civil investigative demand, search warrant, inquiry, order, writ, injunction, award, citation, notice of violation, or decree of by any court, governmental agency, regulatory authority, or other governmental instrumentality, which; or (c) any criminal action, charge, or proceeding involving Franchisee, its Owners, managers, or employees that arises out of, concerns, or may affect or relates to the operation or financial condition of the Tint World® Center, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons.

B. Franchisee Must Comply with Laws

Franchisee shall, at Franchisee’s sole expense, fully comply at all times with all applicable federal, state, provincial (if applicable), and local laws, statutes, codes, ordinances, rules, regulations, and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct orders, and governmental requirements of any kind, whether now in effect or hereafter enacted, that relate in any manner to the ownership, development, marketing, advertising, digital operations, employment practices, environmental practices, sale of products, performance of services, data privacy, consumer protection, artificial intelligence usage, accessibility requirements, safety standards, or operation of the Tint World® Center, including, without limitation, any required permits, licenses to do business, fictitious name registrations, sales tax permits, and fire clearances.

C. Franchisee Must Pay Taxes Promptly

Franchisee shall timely pay all federal, state, and local taxes, assessments, charges, and governmental levies of any kind imposed upon or arising from the ownership, operation, or revenues of the Tint World® Center. Without limitation, Franchisee shall promptly pay to Franchisor an amount equal to any and all taxes, duties, fees, or governmental charges (including interest and penalties thereon) that are levied, assessed, imposed upon, or required to be collected or remitted by Franchisor by reason of (i) the furnishing of products, services, software, digital platforms, ecommerce services, call center services, or other support to Franchisee; (ii) the licensing or use of trademarks, service marks, trade dress, proprietary systems, software, or other intangible property; or (iii) any royalties, advertising contributions, technology fees, or other payments due under this Agreement. Such taxes include, without limitation, sales taxes, use taxes, gross receipts taxes, value-added taxes (VAT), excise taxes, personal property taxes, intangible property

taxes, franchise taxes, withholding taxes, unemployment taxes, payroll-related taxes, digital services taxes, and any similar governmental impositions.

If any taxing authority assesses Franchisor for taxes attributable to Franchisee's operations or payments, Franchisee shall reimburse Franchisor promptly upon demand. If applicable law requires Franchisee to withhold any tax from amounts payable to Franchisor, Franchisee shall gross up the payment so that Franchisor receives the full amount it would have received absent such withholding, and Franchisee shall provide Franchisor with official documentation evidencing payment of such withheld taxes to the appropriate authority.

~~Franchisee agrees to promptly pay to Franchisor an amount equal to all taxes levied or assessed, including unemployment taxes, sales tax, use taxes, withholding taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, and any other similar taxes or levies, imposed upon or required to be collected or paid by Franchisor by reason of the furnishing of products, intangible property (including trademarks) or services to Franchisee. In the event of a bona fide dispute as to Franchisee's liability for taxes, Franchisee may contest its liability in accordance with applicable law.~~

D. Franchisee May Contest Tax Assessments

In the event of any bona fide dispute as to ~~any~~ Franchisee's liability for any taxes, ~~assessment,~~ governmental charge, or other indebtedness, Franchisee may contest the validity or ~~the~~ amount of ~~the~~ such tax or indebtedness in good faith and in accordance with applicable law and the procedures of the relevant taxing authority ~~or applicable law. However, in no event,~~ provided that Franchisee: (a) gives Franchisor prompt written notice of the dispute; (b) diligently prosecutes such contest to final determination; (c) pays all undisputed amounts when due; and (d) posts any bond, letter of credit, escrow, or other security required by law or reasonably necessary to prevent enforcement action during the pendency of the dispute. Under no circumstances shall Franchisee permit ~~or allow any~~ tax sale ~~or, foreclosure, seizure by levy of execution or similar writ or, attachment, lien enforcement, distraint, warrant, or attachment by a similar process by any governmental authority or~~ creditor to occur against the premises of ~~Franchisee's~~ the Tint World® Center, ~~Franchisee's~~ the Center Location, ~~or any~~ leasehold interest, any improvements ~~thereon, equipment, inventory, digital systems, telephone numbers, or other assets used in connection with the operation of the Tint World® Center.~~

XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

Franchisee ~~understands~~ acknowledges and agrees that Franchisee is an independent contractor and that nothing in this Agreement ~~authorizes~~ creates a fiduciary, agency, partnership, joint venture, employment, or similar relationship between Franchisee ~~to and~~ Franchisor. Franchisee has no authority to, and shall not, make any contract, agreement, warranty, ~~or representation on Franchisor's behalf, or to, or commitment on behalf of Franchisor, nor~~ incur any debt ~~or other,~~ obligation, or liability in Franchisor's name. ~~Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or not be liable for, and shall not be deemed liable hereunder as a result of, any such action, or by reason of, any act or, omission, representation, or conduct of Franchisee in its conduct connection with the ownership, development, marketing, digital operations, employment practices, or operation of the Tint World® Center or any claim or judgment arising there from against Franchisee.~~

Franchisee ~~agrees to~~ shall indemnify, defend, and hold harmless Franchisor ~~and Franchisor's, its~~ Affiliates, and ~~Franchisor's~~ their respective past, present, and future directors, officers, ~~employees~~ managers, members, shareholders, partners, employees, agents, successors ~~and assigns collectively "Indemnities"), and to hold the indemnities' harmless,~~ assigns, vendors, licensors, and representatives (collectively, the "Indemnified Parties") to the fullest extent permitted by law, ~~from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure (including arbitration), claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises and against any and all claims, demands, causes of action, liabilities, losses, damages, penalties, fines, settlements, judgments, costs, and expenses of any kind (collectively, "Losses"), including without limitation attorneys' fees, expert fees, arbitration costs, court costs, investigative costs, reputational harm, brand remediation expenses, and punitive or exemplary damages, arising directly or indirectly from, or as a result of, a claim of, a claim of a third party in connection with~~ out of or relating to: (a) the selection, development, construction, ownership, opening leasing, occupancy, operation and, marketing, advertising, digital activities, AI usage, employment practices, or closing of Franchisee's Tint World® Center; ~~(each an~~

~~“event”), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnities, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnities or~~ b) Franchisee’s breach of this Agreement or any other agreement with Franchisor or its Affiliates; (c) Franchisee’s violation of any applicable law; (d) Franchisee’s unauthorized use or misuse of the Marks, System, Customer Data, Confidential Information, digital platforms, or AI tools; (e) product liability, warranty claims, customer disputes, employment claims, tax matters, regulatory violations, or data/privacy incidents arising from Franchisee’s operations; or (f) any act or omission of Franchisee, its Owners, employees, contractors, or agents. This indemnification applies regardless of whether liability is asserted under theories of strict liability, vicarious liability, joint liability, comparative fault, or otherwise, except to the extent a claim is finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful ~~acts of indemnities (except to the extent that joint misconduct of an Indemnified Party. Where joint or comparative liability is involved, in which event the alleged, Franchisee’s indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to franchisee). The term “losses and expenses” includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys’ fees; expert fees; court costs; arbitrator fees; arbitration costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Franchisor’s reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses.~~ obligation shall apply to the fullest extent permitted by law.

Franchisee ~~agrees to give Franchisor~~ shall provide prompt written notice of any ~~event of which Franchisee is aware for which~~ matter that may give rise to indemnification ~~is required, and, at Franchisee’s expense and risk,~~ Franchisor ~~may elect~~ shall have the right, but not the obligation, to assume ~~(but under no circumstances obligated to undertake)~~ and control the defense and/or settlement ~~thereof, provided that Franchisor seeks~~ of any such matter, at Franchisee’s advice and counsel sole cost and expense. Franchisee shall fully cooperate in such defense. Franchisor’s assumption of ~~the defense~~ does shall not modify/relieve Franchisee’s of its indemnification obligations. Franchisor may, ~~in its own reasonable discretion,~~ take such remedial, corrective, reputational, or brand-protective actions as ~~Franchisor~~ it reasonably deems necessary ~~and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Franchisor’s reasonable discretion, necessary for the protection of the indemnities or Tint World® generally.~~

Franchisee ~~acknowledge and agree that e~~ Except as to the extent expressly provided ~~under an applicable guarantee of performance in a written guaranty executed by an individual,~~ none of Franchisor’s past, present, or future directors, officers, employees, ~~incorporators,~~ members, managers, partners, ~~stock~~ shareholders, ~~subsidiaries, a~~ an affiliates, controlling ~~parties~~ persons, entities under common control, ~~ownership or management~~ licensors, vendors, service providers, agents, attorneys, or representatives ~~will~~ shall have any personal liability for: (i) any obligation of Franchisor’s ~~obligations or liabilities relating to or arising from~~ under this Agreement; (ii) any claim ~~against Franchisor based on, in respect of, or by reason of, arising out of or relating to~~ the relationship between Franchisee and Franchisor; or (iii) any ~~claim against Franchisor based on any of Franchisor’s alleged unlawful act or omission of Franchisor in connection with this Agreement.~~ Franchisee expressly waives any right to assert claims against such individuals or entities except as required by non-waivable law.

This Section XVIII., ~~will~~ shall constitute ~~in full force and effect subsequent to and notwithstanding the~~ survive expiration or termination of this Agreement and shall remain in full force and effect thereafter.

XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE

A. Covenants are Independent

The parties acknowledge and agree that each covenant ~~herein shall be construed to be independent,~~ restriction, obligation, and provision contained in this Agreement is separate, severable, and independent of every other covenant, restriction, obligation, and provision. The invalidity, unenforceability, or modification of any covenant or provision shall not affect the validity or enforceability of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable. If any covenant, restriction, or portion thereof (including, without limitation, any confidentiality, non-competition, non-solicitation, intellectual property, digital governance, or post-termination obligation) is determined by a court or governmental agency having of competent jurisdiction in any final decision to which Franchisor is a party, to be unenforceable, overly broad, or unreasonable in

duration, geographic scope, activity scope, or otherwise, the parties expressly authorize and request that such court or agency reform, modify, or “blue pencil” the provision to the maximum extent permitted by applicable law so as to render it enforceable and to effectuate the parties’ original intent to the fullest extent permissible.

Franchisee expressly agrees to be bound by any lesser covenant or restriction subsumed within the terms of any such ~~covenant~~ provision that imposes the maximum duty permitted by law, as if ~~the resultant~~ such modified covenant were ~~separately stated in and made a part of this Agreement~~ originally set forth in this Agreement. To the extent required by applicable law, any unenforceable provision shall be automatically modified and enforced to the maximum extent permissible rather than voided. Further, if any restrictive covenant is held unenforceable in a particular jurisdiction, such covenant shall remain enforceable in all other jurisdictions to the fullest extent permitted by law.

B. Franchisee Will Not Divert Business

During the ~~Term~~ Term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement for any reason, Franchisee and its Owners, individually and jointly and severally, covenants and agree that ~~it will~~ they shall not, ~~either~~ neither directly or indirectly, for ~~itself~~ themselves or through, on behalf of, or in conjunction with any other person, ~~persons,~~ or ~~legal~~ entity:

1. Divert, solicit, service, accept, or attempt to divert or solicit any business or customers of the Tint World® Center with ~~which or with~~ whom Franchisee ~~has~~ had contact, whose information is contained in the System, or who was serviced, marketed to, or identified through the System during the ~~Term~~ Term of this Agreement, to any ~~Competitive~~ Competitive ~~Business,~~ Business, whether by direct contact, targeted marketing, digital advertising, paid search, SEO manipulation, AI-driven targeting, social media outreach, email marketing, call campaigns, or any other direct or indirect inducement or otherwise in the geographical area ~~lying within~~ within (i) the Designated Territory ~~of the,~~ or (ii) any territory in which a Tint World® Center ~~or operates at the time of termination.~~

2. Use or exploit any Customer Data, Confidential Information, CRM data, call logs, sales records, digital analytics, website traffic data, or other System information for the purpose of diverting business to any Competitive Business.

3. Employ, solicit, recruit, or induce any employee, contractor, or manager of any Tint World® Center to leave their employment for the purpose of engaging in or supporting a Competitive Business.

4. Engage in any conduct, whether in person, online, through AI-generated content, social media, paid media, or otherwise, that is intended to or reasonably likely to damage, dilute, disrupt, or interfere with the goodwill associated with the Names and Marks or the System.

5. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both.

DC. Franchisor Is Entitled to Injunctive Relief

Franchisee acknowledges that any ~~failure to comply with the requirements~~ breach or threatened breach of this Section XIX, ~~will cause Franchisor~~ immediate and irreparable injury/harm for which ~~no monetary damages would be an inadequate remedy at law may be available and.~~ Accordingly, Franchisee ~~hereby accordingly~~ expressly consents to the issuance ~~by a~~ of temporary, preliminary, and permanent injunctive relief and orders of specific performance by any court of competent jurisdiction ~~of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section XIX., and waives any requirement for the posting of any bond(s) relating thereto. Franchisor may further avail itself of any legal or equitable rights and remedies which it may have under the Franchise, without the necessity of proving actual damages and, to the fullest extent permitted by law, without the requirement of posting bond. Such equitable relief shall be in addition to, and not in limitation of, any other rights or remedies available to Franchisor under this Agreement or otherwise at law or in equity.~~

ED. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim ~~it,~~ counterclaim, demand, defense, or cause of action that Franchisee may have against Franchisor or its Affiliates, whether ~~or not~~ arising from under this Agreement or otherwise, shall not constitute a defense to ~~the enforcement by Franchisor of the covenants of,~~ or excuse the performance of, Franchisee’s obligations under this Section XIX., nor shall it limit or impair Franchisor’s right to enforce the

covenants and restrictions contained herein. Franchisee further agrees that Franchisor shall be entitled to set off and apply against any amounts otherwise owed by Franchisor to Franchisee ~~against any losses or damage to, damages, costs, expenses, or other amounts incurred by~~ Franchisor as a result of Franchisee's breach of this Section XIX., including, without limitation, attorneys' fees and enforcement costs.

FE. No Right of Set-Off

Franchisee expressly agrees that the existence of any claims ~~it, counterclaim, defense, or cause of action~~ that Franchisee may have against Franchisor or its Affiliates, whether ~~or not arising from~~ under this Agreement or otherwise, shall not constitute a defense to, excuse for, or offset against the enforcement by Franchisor of the covenants, restrictions, or obligations contained in this Section XIX. Franchisee shall not assert any right of set-off, deduction, withholding, recoupment, or counterclaim against any amounts due or becoming due to Franchisor under this Agreement. All such amounts shall be paid in full when due, without reduction or offset of any kind. Franchisee further agrees to pay all damages, losses, costs, and expenses (including reasonable attorneys' fees, expert fees, arbitration costs, and court costs) incurred by Franchisor in connection with the enforcement of this Section XIX., whether through litigation, arbitration, injunctive proceedings, or otherwise. The provisions of this Section shall survive expiration or termination of this Agreement.

XX. OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE OR SERVICES

The Franchisor shall provide the Franchisee with the following assistance and services:

A. The Training Program

1. ~~The~~ Franchisor ~~will~~shall provide an initial training program (the "Introductory Training Program") ~~concerning~~relating to the operation of the Tint World® Center, consisting of eighteen (18) days of training at a location ~~to be~~ designated by Franchisor. The Introductory t~~Training session will~~Program is expected to begin approximately thirty (30) days or more ~~before~~prior to the opening of the Tint World® Center. The ~~exact days will be mutually selected~~specific training dates shall be determined by Franchisor and communicated to Franchisee, and may be coordinated with Franchisee when practicable. Franchisee and/or ~~its~~Franchisee's designated representative shall be permitted to attend ~~such~~the Introductory t~~Training p~~Program at no charge ~~to the Franchisee; however,~~ Franchisee shall be solely responsible for all any transportation, lodging, meals, and other costs for the attendee(s) of the training program at the Franchisor's Home Office or such other place designated by Franchisor. Franchisor may (in Franchisor's sole discretion) conduct and manage all ~~or part of the initial training by means of~~expenses incurred in connection with attendance, including without limitation transportation, lodging, meals, wages, and other related costs. Franchisor may, in its sole discretion, conduct all or any portion of the Introductory Training Program through written materials, ~~toll-free telephone service, and~~support, virtual instruction, electronic communication, or other methods designated by Franchisor. Franchisee ~~must have~~shall maintain at least one (1) fully trained, full-time Manager to operate the Tint World® Center ~~during throughout~~ the entire term of the Franchise Agreement. Franchisee and Franchisee's Manager ~~must attend the~~shall attend and satisfactorily complete all required training ~~sessions.~~ Franchisor may require A any person subsequently employed as a full-time manager of the Tint World® Center ~~may be required by Franchisor to~~ complete the ~~initial~~Introductory t~~Training p~~Program subject to ~~a~~the Continuing Education Fee. Satisfactory completion of all mandatory training ~~sessions~~ is required. ~~Failure to do so shall result in a breach of this Agreement.~~

2. Franchisor ~~shall~~may, at its discretion, offer 'Continuing Education' ~~on various aspects of operating and supplemental training programs relating to the operation of~~ Tint World® Centers (the "Continuing Education"), subject to training fees and charges established by Franchisor ~~may establish~~ from time to time (the "Continuing Education Fee"). Continuing Education may include, without limitation, specialty training, advanced sales ~~and/or training,~~ technical training, seminars, and refresher courses, setup assistance ~~or refresher courses to Franchisee and/or Franchisee's designated individual(s) from time to time.~~ Franchisor may provide instructors and training materials ~~for required, and other~~ training programs, for which designated by Franchisor. Franchisee shall be responsible for ~~including all related~~ payment of all applicable Continuing Education Fees and all costs and expenses incurred by Franchisee ~~or and~~ its employees in connection with any such training ~~programs,~~ including, ~~without limitation, the cost of~~ transportation, lodging, meals, and wages.

3. ~~At~~ Franchisor's ~~option,~~ may require Franchisee's 'Key Management' personnel, including any

manager subsequently employed by Franchisee ~~shall also, to~~ complete ~~to Franchisor's satisfaction,~~ the Introductory Training Program; or other training designated by Franchisor, to Franchisor's satisfaction, and such training may be subject to ~~the~~ Continuing Education Fee. Franchisor may, at any time, and in its sole discretion, discontinue ~~management training and/or~~ decline to certify Franchisee and/or Franchisee's or any designated individual(s) who fails to demonstrate ~~ana level of~~ understanding of the management training or performance acceptable to Franchisor. If Franchisee ~~or~~ discontinues training or declines to certify Franchisee's designated individual's ~~management training is discontinued by Franchisor,~~ Franchisee shall have thirty (30) days to present an alternative candidate acceptable to Franchisor for training. If Franchisee fails to provide an acceptable candidate, for management training to Franchisor. If ~~Franchisee's new~~ if the replacement candidate ~~does not adequately~~ fails to satisfactorily complete ~~the management training, then~~ Franchisor ~~has~~ shall have the ~~option of right to~~ option of right to terminating this Agreement.

4. Franchisor ~~shall may, at in~~ its sole discretion, conduct 'Annual Franchise Conventions' at such ~~places and times~~ and locations as designated by Franchisor. Franchisee ~~will~~ shall be required to attend, and Franchisee shall be responsible ~~to attend the conventions and to pay~~ for all ~~of Franchisee's own~~ expenses associated with attendance, including ~~compensation in the form~~ payment of a non-refundable registration fee (~~due even if~~ which shall be due regardless of whether Franchisee ~~does not attend the convention,~~ and all related costs ~~associated with attending the convention such as cost of~~ and expenses, including transportation, lodging, meals, ~~and wages,~~ and compensation. Franchisor may require payment of the Franchise Convention Fee in a lump sum or in periodic installments, as determined by Franchisor. If Franchisee fails to attend the Franchise Convention without Franchisor's prior written approval, the Franchise Convention Fee for that year shall automatically increase to two times the then-applicable amount.

5. Franchisor may participate in 'Tradeshows Events' ~~at such places that are designated by others to provide and~~ industry meetings; at locations designated by third parties ("Tradeshows Events") for purposes including industry training, ~~and supplier programs, and System development.~~ Franchisee or ~~a~~ Franchisee's managerial owner may attend ~~the such~~ Tradeshows for which Events, and Franchisee shall be solely responsible for all related costs and expenses ~~in connection~~ associated with any training programs attendance, including, without limitation, ~~the cost of~~ transportation, lodging, meals, ~~and wages~~ and other related expenses.

6. Franchisor ~~shall may, at in~~ its sole discretion, provide Franchisee from time to time with 'Advertising Plans', marketing, merchandising, and promotional programs and materials for local advertising ~~from time to time~~ ("Advertising Plans"), and may ~~direct the~~ modify, replace, or discontinue ~~of such~~ Advertising pPlans and materials at any time, as described in Section X.C., of this Agreement. All other advertising and promotional materials which proposed for use by Franchisee ~~proposes to use~~ must be submitted to Franchisor for reviewed and approved ~~by Franchisor, pursuant to in accordance with~~ Section X.C. hereof of this Agreement.

7. Franchisor ~~shall may, at in~~ its sole discretion, provide ~~such~~ continuing 'Advisory Assistance' and guidance to Franchisee ~~in~~ regarding the operation, advertising, and promotion of the Tint World® Center ("Advisory Assistance") as Franchisor deems advisable. ~~This guidance will be furnished in the form of the Operations Manual, Such~~ Advisory Assistance may be provided through the Brand Standards Manual, newsletters, bulletins, weekly newsletters, consultations by telephone, ~~and other~~ written or electronic communications or in, in-person meetings at Franchisor's offices or at Franchisee's Tint World® Center, ~~and/or~~ by any other means of communication designated by Franchisor.

8. Franchisor ~~shall may, at in~~ its sole discretion, provide 'Newsletters', bulletins, reports, brochures, ~~and Manuals, as may from time to time be~~ manuals, and other communications published by or on behalf of Franchisor ~~regarding its relating to Franchisor's~~ plans, policies, developments, and activities. ~~In addition, Franchisor may provide such communication, including information~~ concerning new ~~developments, techniques, and improvements~~ management which, and System updates that Franchisor ~~feels are~~ deems relevant to the operation of the Tint World® Center.

9. Franchisor ~~shall may, at in~~ its sole discretion, conduct 'Tint World®-Center Inspections' ~~upon reasonable request by Franchisee or if Franchisor determines that there are significant deficiencies in, operational reviews, and on-site visits of~~ Franchisee's Tint World® Center ~~and/~~ ("Center Inspections") upon Franchisee's request or if Franchisee ~~or~~ requires determines that deficiencies exist or that additional training ~~for Franchisee's personnel at Franchisee's Tint World®-Center to evaluate, among other things the operation and, operational support, or compliance review is necessary.~~ Such Center Inspections may be conducted for purposes including evaluating Franchisee's

compliance with the System, ~~and for the purpose of advising Franchisee with respect to technical matters related to products and services relating to operational and sales matters.~~ Franchisee is required to pay all expenses providing operational, technical, sales, or product-related guidance. Franchisee shall reimburse Franchisor for all costs and expenses incurred in connection with any Center Inspections, including without limitation transportation, lodging, meals, wages, and miscellaneous expenses ~~incurred by Franchisor's personnel during the visits, which will take place, and such inspections may occur~~ as frequently as Franchisor deems necessary, ~~and at such times and dates selected~~ as designated by Franchisor.

10. All obligations of Franchisor under this Agreement ~~shall~~ are for the sole benefit ~~only the of~~ Franchisee, ~~and no.~~ No other ~~party is person or entitled~~ shall have any right to rely ~~on~~ upon, enforce, benefit from, or obtain relief for any alleged breach of such obligations, ~~either whether~~ directly, indirectly, or by subrogation.

B. Site Selection

~~The~~ Franchisee ~~has the~~ shall be solely responsibility for selecting a proposed site ~~for the~~ Tint World® Center. Franchisor shall ~~then~~ review and ~~accept or not accept the~~ either approve or disapprove Franchisee's proposed site selection and any related lease or purchase agreement, ~~based on an analysis of such factors as Franchisor deems relevant, including, without limitation, local competing businesses, population density and other demographics, visibility and accessibility, traffic patterns, the neighborhood, characteristics, and the suitability of the Center Location to be leased or purchased and other factors more fully~~ proposed premises, as further described in the ~~Franchisor's Brand Standards Manual.~~ The Site suitability of a site is ~~shall be~~ determined by Franchisor on a case-by-case basis. Franchisor's ~~acceptance of approval of any site does~~ shall not constitute ~~a,~~ and shall not be construed as, a representation warranty, or guarantee ~~by Franchisor that the Tint World® Center will be profitable at that site or successful at such location.~~

C. Business Layout and Design

1. Provided ~~that~~ Franchisee has executed a lease for an existing building or secured rights to construct a new building, ~~the~~ Franchisor ~~will assist the Franchisee with~~ shall, within two (2) weeks after receipt of a complete and accurate floor plan and related site information, provide guidance regarding the layout and design of the Center Location, including location placement of walls, counters ~~and the location of,~~ equipment, and fixtures. All costs associated within two weeks following the lease or purchase of the Center Location and delivery of the floor plan to the Franchisor. The cost of the leased or purchased Center Location all improvements thereto, including without limitation signage, furniture, fixtures, and furnishings of the Tint World® Center is, build-out, and related construction expenses, shall be solely the responsibility of ~~the~~ Franchisee.

2. Franchisor ~~shall may, at~~ in its sole discretion, ~~conduct~~ provide 'Pre-Opening Setup Assistance' ('Pre-Opening Setup Assistance' ~~for Franchisee, which~~) consisting of: (a) an Operations Manager and/or; (b) Technical Supervisor, who will assist Franchisee for up to five (5) days ~~with setting up showroom displays, equipment, and provide Franchisee with management and technical training at Franchisee's Tint World® Center with showroom setup, equipment installation coordination, and management and technical training prior to opening. In order for the pre-opening setup assistance to begin~~ As a condition to receiving Pre-Opening Setup Assistance, Franchisee must have first received obtained a certificate of occupancy, secured all required business governmental approvals to open, and all equipment must be at Franchisee's Tint World® Center. Franchisor may furnish Pre-Opening Assistance to Franchisee at its Tint World® Center, upon ensured that all required equipment has been delivered to the Center Location. Franchisee must provide Franchisor not less than thirty (30) days' prior written notice received by Franchisor from Franchisee requesting such assistance. Franchisee shall be solely responsible ~~to pay for~~ all pre-opening setup assistance fees, charges, and ~~related~~ expenses incurred ~~by Franchisor and its employees~~ in connection with ~~the pre-opening~~ Pre-Opening s Setup a Assistance, including, ~~without limitation, the cost of~~ transportation, lodging, meals, and wages, and related expenses of Franchisor's personnel.

D. Post-Training Assistance

In addition to ~~the pre-opening~~ assistance rendered to the Franchisee prior to opening, the, Franchisor may, ~~as Franchisor deems necessary and/or appropriate~~ in its sole discretion, provide continuing consultation and ~~advice~~ advisory assistance to Franchisee regarding business, financial, operational, technical, pricing, legal, sales ~~and,~~

advertising ~~matters, products, product offerings, supply~~ management ~~of supplies, styles and type of~~ service, standards, personal development, and other matters relating to the operation of the Tint World® Center, ~~and development of personnel policies. The Franchisor may provide,~~ Such assistance may be provided by telephone ~~or, if the situation warrants,~~ electronic communication, or, if Franchisor determines appropriate, through on-site ~~assistance of appropriate~~ visits by Franchisor's personnel. Franchisee ~~will be responsible for the~~ shall reimburse Franchisor for all costs and expenses incurred in connection with any on-site visits, including without limitation transportation, lodging, meals, wages, and miscellaneous expenses ~~incurred by Franchisor's personnel during,~~ On-site visits, which will take place may occur as frequently as Franchisor deems necessary, and at such times and dates ~~selected~~ as designated by Franchisor.

E. Operations Brand Standards Manual

~~In order to~~ To protect the reputation and goodwill ~~of Tint World® and to maintain high standards of operation under~~ associated with the Tint World® Proprietary Marks, ~~and to maintain uniform standards of operation,~~ Franchisee shall ~~conduct its Tint World® Center in accordance with this Agreement and Training Manuals and/or recorded Video, described herein as the "Operations Manual" (one copy of which Franchisee shall acknowledge in writing upon receipt has been received on loan from Franchisor for the term of this Agreement), other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are made part of the Operations Manual, and any other Manuals, recorded video, and materials created or approved for use in the operation of the Tint World® Center by Franchisor, from time to time,~~ operate the Tint World® Center in strict compliance with this Agreement, the Brand Standards Manual (including any training manuals, recorded video, electronic materials, and updates thereto), and all written directives, policies, procedures, specifications, standards, and other communications issued or approved by Franchisor from time to time, whether or not incorporated into the Brand Standards Manual (collectively, the "Brand Standards Manual"). Franchisee acknowledges that one copy of the Brand Standards Manual is provided on loan for use during the Term and shall provide written acknowledgment of receipt.

Franchisee shall ~~at all times~~ treat the Operations Brand Standards Manual, ~~any written~~ all related directives ~~of Franchisor, any, materials,~~ business plans ~~and,~~ specifications, ~~and any other Manuals created for or approved for use in the~~ supplements, and confidential communications as proprietary and confidential information of Franchisor ("Confidential Information"). Franchisee shall maintain such Confidential Information in strict confidence, use it solely for operation of the Tint World® Center, and any supplements thereto, and the information contained therein, in trust and as Confidential Information, and shall use take all reasonable ~~efforts to maintain such information as secret and confidential~~ measures to prevent unauthorized disclosure. Franchisee shall not ~~at any time~~ copy, duplicate, record, reproduce, distribute, or otherwise ~~reproduce the foregoing~~ make such materials available to any unauthorized person, in whole or in part, ~~nor otherwise make the same available to any unauthorized person without Franchisor's prior written consent.~~

The Operations Brand Standards Manual, written directives, other Manuals and materials, and any other confidential communications provided or approved by Franchisor, shall at all times information shall remain the sole and exclusive property of Franchisor and shall be kept secure at the Center Location at all times ~~be kept and maintained in a secure place at Franchisee's Center Location. The Operations Manual. The R~~ replacement cost of the Brand Standards Manual is \$5,000.00. If Franchisee loses or destroys the Operations Manual, Franchisee is required to pay Franchisor to replace it, shall promptly reimburse Franchisor for the replacement cost if the Brand Standards Manual is lost, destroyed, damaged, or not returned upon termination or expiration of this Agreement.

Franchisor may from time to time, revise, supplement, modify, or replace the contents of the Operations Brand Standards Manual and the contents of any other ~~M~~ manuals, and materials, standards, policies, procedures, or materials created or approved for use in the operation of the Tint World® Center, ~~and,~~ Franchisee expressly acknowledges and agrees ~~that each to comply such new revisions, or changes~~ as otherwise specified by Franchisor in the applicable standard ~~shall be deemed effective upon receipt by Franchisee or as specified in such standard or directive.~~

Franchisee shall at all times ensure that its copy of the Operations Brand Standards Manual is kept current and up to date; ~~and,~~ Franchisor may ~~also provide an electronic version of the Operations Manual and provide the Brand Standards Manual in electronic format and/or make it available~~ on-line ~~on through~~ the Franchise Access section of the Tint World® Website. The on-line version of the Operations Brand Standards Manual ~~is~~ shall be the guiding

~~Manual~~controlling version, and in the event ~~that there is a~~of any conflict between ~~electronic or paper~~the online version and any paper or electronic versions of the Manual and the on-line Manual maintained by Franchisee, the online ~~Manual~~version and Franchisor's master copy of the Operations Manual maintained by Franchisor at Tint World, LLC at Franchisor's Headquarters shall ~~be controlling~~govern.

~~Any suggestions~~Franchisee may ~~have concerning the~~submit suggestions regarding improvements of products, equipment, uniforms, Tint World®-Center facilities, service formats, and advertising ~~are encouraged and shall be considered by~~Franchisor may, in its sole discretion, consider such suggestions when adopting or modifying the Brand Standards, specifications, and procedures ~~for the System~~.

F. Selecting Suppliers

Franchisor shall provide Franchisee with a list of Approved Suppliers ~~of necessary~~for required equipment, products, services, and supplies ~~A ("Approved Suppliers"). The list of Approved Suppliers is: (a) published in the Operations~~may be published in: (a) the Brand Standards Manual, (b) ~~in~~ policy and procedures statements, or (c) ~~provided to Franchisee by~~ other written communication, and ~~such list~~may be amended ~~and~~., supplemented, or updated by Franchisor at any time in its sole discretion. Franchisee shall purchase required products and services only from Approved Suppliers unless Franchisor grants prior written approval for an alternative supplier. Any request to use an unapproved supplier must be submitted in writing and is subject to Franchisor's sole discretion. ~~If Franchisee desires to purchase items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval.~~

Franchisor may periodically test equipment, products, services, and tools at ~~Franchisor's~~sits training center or at ~~assigned test~~designated Tint World® Centers ~~before~~prior to approving them for System-wide use ~~by franchisees~~. Franchisor may ~~submit any~~also subject preferred supplier arrangements to periodic competitive bidding ~~from time to time~~, depending ~~upon the particular type of equipment, on the nature of the~~ products, or services ~~that a particular supplier may be offer~~inged for Franchisor to approve or disapprove.

Franchisor may, ~~from time to time,~~ interview, evaluate, select, and negotiate pricing ~~and~~, shipping arrangement, and other terms with suppliers, ~~for the benefit of the System. Franchisor may locate~~ Approved Suppliers may be identified through personal contacts, franchisee referrals, industry trade shows ~~and other various means, or other sources~~. Franchisor's supplier approval process may include: (i) ~~provide~~establishing written specifications or standards ~~or criteria for approving suppliers to franchisees, (ii) have a formal procedure for supplier, (ii) implementing formal approval procedures, and/or (iii) charge~~ing fees for supplier evaluation or approval fees.

G. Pricing; Recommended Price Schedules

Franchisor shall have the right, to the fullest extent ~~permissible under~~permitted by applicable law, to establish, require, or designate the prices ~~for at which~~ products and/or services ~~Franchisee is required or permitted to are~~ offered in connection with the operation of the Tint World® Center. Without limiting the foregoing, Franchisor ~~shall advise Franchisee~~may from time to time, ~~concerning such~~ provide Franchisee with suggested retail prices. ~~Franchisor and Franchisee agree that a~~Any list or schedule of prices furnished to Franchisee by Franchisor ~~is~~shall constitute a maximum retail price list unless otherwise required by law. Nothing ~~contained~~herein shall be ~~deemed~~construed as a representation, warranty, or guaranty by Franchisor that ~~the use of the Franchisor's~~adherence to any suggested ~~prices will in factor~~ designated pricing will result in profitability or optimized profits.

H. Advertising and Promotion

The Franchisor ~~shall~~may develop and provide creative materials for local and regional advertising and may make such ~~advertising~~materials available to ~~its~~Franchisees for ~~publication or distribution in the use within~~ Franchisee's Market Area at Franchisee's ~~own~~sole cost and expense. The Franchisor may ~~be~~require reimbursement from Franchisee for ~~the~~creative and production costs ~~for such items as~~associated with such materials, including without limitation billboard design, radio ~~and~~, video ~~recorded~~production, public relations campaigns, copy for newspaper, and magazine advertisements, flyers, and other promotional materials. The Franchisor shall ~~provide specific~~establish advertising guidelines ~~for and standards applicable to~~ advertising initiated by individual Franchisees and ~~shall reserves~~ the right to approve or disapprove any advertising ~~which, in the Franchisor's opinion, is not in accordance with these~~

~~guidelines. However, no approval shall be unreasonably withheld or denied. Immediately upon notification to do so, in its sole discretion to ensure compliance with such guidelines and the System.~~ Franchisee shall immediately discontinue any advertising ~~that would, in the~~ upon Franchisor's notice that such advertising is, in Franchisor's ~~opinion, be~~ determination, detrimental to the System or the Marks.

XXI. VARYING STANDARDS

Because complete and ~~detailed~~ uniformity under many varying conditions application of Brand Standards may not be ~~possible or~~ practical under all conditions, Franchisor ~~specifically~~ reserves the right ~~and privilege, at~~ in its sole and absolute discretion and as it ~~may~~ deem to be in the best interests of ~~all concerned in any specific instance, to vary the~~ System, to grant variances, exceptions, or modifications to Brand sStandards for any franchisee based upon the ~~peculiarities of a particular site or circumstance, density of site-specific or market-specific conditions, including without limitation location characteristics,~~ population density, business potential, ~~population or~~ trade area conditions, existing business practices, or any other ~~condition which~~ factors Franchisor deems ~~to be of importance to the successful operation of such Franchisee's Tint World®-Center~~ relevant. Franchisee shall not have ~~any~~ no right ~~to complain about a variation from standard specifications and practices~~ object, challenge, or claim entitlement to any variance granted to another franchisee, and no variance granted to any other Franchisee and shall not be entitled to require shall obligate Franchisor to grant ~~to Franchisee a like~~ the same or similar ~~variation~~ variance to Franchisee.

XXII. SALE OR TRANSFER OF FRANCHISE

A. Sale or Transfer of Franchised Business or Ownership Interest in Franchise

If the Franchisee ~~(and/or its Owners)-~~ desires to Transfer or sell Franchisee's Center, Franchisee's interests ~~and/or~~ rights in this Agreement, or ~~and/or~~ ownership interests in Franchisee's ~~Center, and/or, (if Franchisee is a corporate entity, the ownership interests and/or rights of an Owner in Franchisee~~ an entity) (collectively, a "Transfer"), Franchisee shall ~~send~~ deliver to Franchisor ~~an~~ a written offer ~~in writing~~ notice (the "Offer Notice") ~~containing~~ setting forth the exact terms and conditions ~~on which Franchisee (and/or its Owners) desire to~~ of the proposed Transfer ~~such interests, including: (a), together with: (a) Franchisee's and the Center's financial statements of Franchisee and Franchisee's Center (including balance sheets and income statements) for the last prior three (3) fiscal years and year-to-date; (b) Franchisee's and the Center's federal income tax returns and, including all applicable schedules, for Franchisee and Franchisee's Center for at least the prior three (3) fiscal years; and (c) a complete and accurate copy of Franchisee's then current lease for the premises of Franchisee Tint World®-Center~~ Location. Upon receipt of the Offer Notice, Franchisor ~~will~~ shall have the option, exercisable by written notice (the "Response Notice") delivered ~~to Franchisee~~ within thirty (30) days thereafter, ~~to indicate Franchisor's intention to accept Franchisee's offer to sell such interest in such Agreement or Franchisee's Tint World®-Center for the~~ and purchase the interests proposed to be transferred on the same price and terms ~~contained~~ set forth in the Offer Notice. Franchisor may conduct such investigation and analysis ~~in any manner Franchisor as it~~ deems appropriate, and Franchisee ~~(and/or its Owners)-~~ agree cooperate and shall provide ~~Franchisor with~~ all information requested by Franchisor ~~requests and to fully~~ cooperate fully with Franchisor in connection therewith.

If Franchisor timely delivers a Response Notice, ~~as provided above,~~ Franchisor and Franchisee (and/or its Owners) ~~will~~ shall enter into a definitive purchase agreement reasonably satisfactory to the Franchisee and Franchisor, containing such agreements, representations, warranties, covenants, indemnities, ~~and~~ closing conditions, customer warranty reserve ~~funds, and require such documents at closing, as are reasonably necessary to protect each party's interests~~ provisions, and other customary protections as Franchisor reasonably requires. The closing ~~on~~ of such purchase shall occur within ninety (90) days after the ~~date~~ delivery of the Response Notice, ~~unless the closing is delayed for reasons due to circumstances beyond Franchisor's reasonable control, in which case closing shall occur as soon as reasonably practicable thereafter.~~

If Franchisor does not timely deliver a Response Notice, ~~as provided above,~~ Franchisee ~~(and/or its Owners)-~~ may, for a period of three hundred sixty-five (365) days after delivery of the Offer Notice to Franchisor, solicit and accept offers from third parties to Transfer the Franchise from other parties only at the exact same price and on the exact same material terms as presented and conditions set forth in the Offer Notice for a period of time expiring 365 days after the Notice Offer is delivered to Franchisor. Franchisee ~~must deliver to~~ shall promptly provide Franchisor with a

complete and accurate copy of any third-party offer ~~that Franchisee receives~~ within during such 365-day period ~~from any such third party~~ that Franchisee (and/or its Owners) ~~is~~ are willing to accept.

If the Third Party Offer is on the same material price and terms as set forth in the Offer Notice (a "Third Party Offer"), Franchisee and/or its Owners may accept such offer and proceed with the Transfer, subject to Franchisor's prior written approval of the Transfer pursuant to Section XXII.B. If the sale is not consummated within ninety (90) days after delivery of such Third Party Offer to Franchisor, or if there is any change in the price or material terms of the Third Party Offer, Franchisee shall promptly notify Franchisor in writing. Upon such notice, Franchisor shall have an additional thirty (30) days to exercise its option to purchase the Franchise on the revised price and terms, or otherwise in accordance with the terms set forth herein.

~~If the terms of the Third Party Offer are the same as those contained in the Offer Notice, then Franchisee (and/or its Owners) may accept such offer and complete the sale to such offer or pursuant to and on the exact terms of such offer, subject to Franchisor's approval of the transfer as provided in Section XXII.B, provided that if the sale to such offer is not completed within 90 days after delivery of such Offer Notice to Franchisor or if there is any change in the terms of the offer, Franchisee must promptly notify Franchisor and Franchisor will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise set forth herein) during the 30 day period following Franchisee's notification of the expiration of the 90 day period or the change to the terms of the offer.~~

B. Assignment by Franchisee or an Owner

This Agreement restricts ~~the~~ Franchisee's right to Transfer or assign this Agreement ~~to a or any interest in the Franchise to any~~ third party. If Franchisee is ~~a corporate~~ an entity, this Agreement ~~likewise also~~ restricts the right of any Owner to Transfer ~~or~~ assign ~~his/her/their~~ sell, or otherwise dispose of any equity, voting, ~~and/or~~ ownership interests in Franchisee ~~to a third party~~. Neither this Agreement, nor any ~~of the Franchisee's~~ rights or privileges ~~or, if Franchisee is a corporate entity, the~~ granted herein, nor, any ownership interests ~~and/or rights of any Owner~~ in Franchisee, ~~shall~~ may be assigned, ~~transferred~~, shared, redeemed, pledged, or divided, whether voluntarily, involuntarily, by operation of law, or otherwise, ~~in any manner~~, without ~~the Franchisor's~~ prior written consent ~~of Franchisor~~, which consent ~~will~~ shall not be unreasonably withheld or ~~delayed~~ unreasonably. ~~In granting any such consent delayed. As a condition to requesting Franchisor's approval, Franchisee agrees to submit to~~ shall provide Franchisor with all information and documentation Franchisor reasonably requires ~~in order to determine whether to approve to evaluate the~~ proposed ~~"Transfer of the Franchise"~~. The term "Transfer of the Franchise" ~~shall refer not only to~~ includes any ~~Transfer of Franchisee's interests and/or rights in or to the Franchise Agreement or Franchisee's Center but, also, shall refer, to the~~ rights or obligations under this Agreement, any sale or transfer of the Center, and, if Franchisee is an entity, any ~~Transfer of any ownership interests and/or rights of an Owner in Franchisee if Franchisee is a corporate entity. The, whether direct or indirect.~~ Franchisor may impose reasonable restrictions, requirements, and conditions on ~~the any proposed~~ transfer, of the transferor(s) and/or the transferee(s) Franchisee, including, without limitation, ~~the following:~~

1. Franchisee ~~and~~ its Owners, and Affiliates must be in full compliance with ~~the terms of~~ this Franchise Agreement and all other agreements with Franchisor and its Affiliates, including ~~being paid in full on all fees due and payable~~ and timely payment of all amounts owed to Franchisor or its Affiliates;

2. The proposed ~~assignee (or transferee (and~~ its partners, managers, directors, officers, ~~or and~~ controlling ~~shareholders, if it is a corporation or partnership~~ owners, if applicable) must meet ~~the then applicable~~ Franchisor's then-current qualifications and standards of Franchisor ~~and if~~. If the transferee is an existing Franchisee, such transferee must behave been in full compliance with all agreements ~~it has~~ with Franchisor and its Affiliates for at least six (6) consecutive months prior to the proposed transfer date ~~of transfer~~;

3. The proposed ~~assignee~~ transferee must not own, operate ~~another, or have any direct or indirect interest in any~~ franchise, license, or other business that ~~offerings~~ services similar to those offered by Tint World® or otherwise constitutes a Competitive Business;

4. The ~~assignee~~ transferee must execute and agree to be bound by ~~the then~~ Franchisor's then-current form of this franchise Agreement, which form may contain provisions ~~which materially alter the rights or obligations of Franchisee under~~ different from this Agreement;

5. Franchisor shall not charge ~~such assignee~~ the transferee an Initial Franchise Fee ~~for the; however, Franchisee, but will charge~~ shall pay a transfer fee ~~of equal to fifty percent (50%) of the then then-current initial franchise fee charged by Franchisor~~. If Franchisee ~~desires to transfer or sell~~ the Franchise to any prospective franchisee

generated by Franchisor or its affiliates, ~~in addition to the transfer fee,~~ Franchisee ~~must~~shall also pay a resale referral fee (the “Resale Referral Fee”) ~~of equal to fifty percent (50%) of the then-current initial franchise license fee.~~ If ~~Franchisee desires to transfer or sell the Franchise to any prospective franchisee in a~~ transaction ~~that triggers results in~~ an obligation ~~on the part of~~for Franchisor to pay a ~~broker fee to a~~ third-party broker, ~~in addition to the transfer fee,~~ Franchisee shall pay ~~the amount of the such~~ broker fee directly to Franchisor or the ~~applicable~~ broker, as designated by Franchisor. ~~If Franchisor determines that training is~~may required, assignee ~~must~~the transferee to attend training at Franchisor’s Home Office ~~as and/or other~~ required ~~under the then-current Franchise Agreement~~training programs. Franchisor ~~shall have the right to~~may also require Franchisee and its Owners to execute a general release ~~of Franchisor,~~ in a form ~~and substance~~ satisfactory to Franchisor’s ~~counsel and its counsel,~~ as a condition ~~to its approval of assignment or other Transfer of the Franchise.~~ Additionally, if Franchisee is entering into this Agreement pursuant to a transaction ~~whereby of approval.~~ If Franchisee acquired ~~an existing Tint World® the~~ Center from ~~a System another~~ Franchisee (the “Transferor”) and ~~Franchisor is obligated to pay any~~the transaction includes broker fees ~~to a third party broker in connection with the transaction~~ (the “Transfer Broker Fees”), Franchisee shall pay ~~the amount of the such~~ Transfer Broker Fees directly to ~~such the~~ broker, ~~or to Franchisor,~~ as Franchisor designates. ~~Notwithstanding the foregoing, Franchisee shall not be required to pay the Transfer Broker Fees if, unless~~ the Transferor is obligated to, ~~and does in fact pay, the such~~ Transfer Broker Fees ~~pursuant to the Transferor’s franchise agreement.~~

6. Franchisee ~~shall~~must have substantially complied with all of the terms and provisions of this Agreement, ~~any~~ amendment hereof or successor hereto, or any other agreements between the Franchisee and Franchisor, its subsidiaries, or its Affiliates and, must not be in default at the time of transfer, ~~shall not be in default thereof;~~

7. The transferor ~~and,~~ its Owners, and Affiliates shall, ~~except to the extent limited or prohibited by law, have~~ executed a general release under seal, in form and substance satisfactory to Franchisor, ~~of any and all claims against~~releasing Franchisor and its past and present, direct or indirect, parent, subsidiaries, members, A affiliates, directors, officers, ~~shareholders~~directors, managers, employees, agents, representatives, successors, and assigns ~~(unless such claims have been filed in accordance with this Agreement and are then pending and not finally resolved or are filed in accordance with this Agreement within 12 months after the effective date of transfer), and~~ from any and all rights, duties, responsibilities, claims of any kind, or causes of action whatsoever, whether known or unknown, except as prohibited by law. Franchisee shall also deliver an affidavit ~~stating confirming~~ that ~~Franchisee has not offered any~~ unauthorized warranties representations have been made to customers ~~of Franchisee’s Tint World® Center and in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;~~

8. The transferee (and, ~~if the transferee is other than an individual,~~ such principals ~~and/or~~ Owners ~~of a beneficial interest in the transferee as Franchisor may request~~) ~~shall enter into a written~~require) shall execute an assignment and assumption agreement in form and substance satisfactory to Franchisor, ~~pursuant to which the transferee (and its Owners) assume Franchisee’s obligations hereunder and,~~ Franchisee ~~will remain responsible for futures~~shall remain liable for performance of ~~the all~~ obligations under this Agreement for the longer of ~~a period of time of~~ (i) one (1) year after the effective ~~date of the transfer date,~~ or (ii) the period ~~of time~~ during which the transferee or any of its Affiliates ~~has have~~ any financial obligations to Franchisor or ~~any of its Affiliates in connection with~~ arising from or relating to the transfer;

9. The transferee ~~shall~~must demonstrate to Franchisor’s satisfaction that ~~the transferee meets Tint World® sit meets~~ Franchisor’s educational, managerial, and business standards; possesses a good moral character, business reputation, and ~~credit rating~~creditworthiness; has the aptitude and ability to ~~conduct the Tint World® Center (as may be evidenced by prior related business experience or otherwise); and has adequate~~ operate the Center; and possesses sufficient financial resources ~~and capital~~ to operate the ~~Tint World® Center business;~~

10. The transferee (and, ~~if the transferee is other than an individual, such~~ any required principals ~~and/or~~ Owners ~~of a beneficial interest in the transferee as Franchisor may request~~) shall execute, ~~for a term ending on the expiration date of this Agreement and with such renewal term, if any, as may be provided by this Agreement, the standard form franchise agreement then being offered to new System Franchisees~~ Franchisor’s then-current form of franchise agreement and all required ancillary agreements for the remainder of the existing term (and any renewal term, if applicable) and such other ancillary agreements as Franchisor may require for the Tint World® Center, ~~which. Such agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement may include materially different terms,~~ including, without limitation, ~~a higher percentage royalty rate, advertising contributions, and/or other~~ service charges ~~for goods~~; provided, however, that the transferee shall not be required to pay an initial franchise fee;

11. The transferee ~~must~~shall execute an agreement, in form and substance satisfactory to Franchisor, to remodel~~and~~, upgrade, and modernize the Tint World®-Center at the transferee's² sole expense, including adding or replacing fixtures, furnishings, equipment~~and~~, signage, and otherwise modify the Tint World®-Center to conform to the Franchisor's then-current standards and specifications~~of the new entry System and shall complete the upgrading and other requirements~~, within the time ~~specified~~period designated by Franchisor;

12. Franchisee shall remain liable for all ~~of the~~ obligations ~~to Franchisor in connection with the Tint World®-Center~~arising prior to the effective transfer date ~~of the transfer~~ and shall execute any ~~and all instr~~documents reasonably requested by Franchisor to evidence or confirm such continuing liability;

13. Franchisee and its Owners shall ~~agree to remain obligated underbound by~~ the covenants against competition ~~of and all restrictive covenants contained in~~ this Agreement as if this Agreement had been terminated ~~on the dates~~ of the effective transfer date;

14. At the transferee's sole cost and expense, the transferee and, ~~if applicable, the transferee's any~~ designated ~~individual~~-manager shall successfully complete ~~anyall~~ training programs required by Franchisor then in effect~~for Franchisees upon, on~~ such terms and conditions as Franchisor may ~~reasonably~~ require;

15. The transferee shall ~~agree to a sublease or to a transfer and assignment, and assumption~~assume, accept, and obtain Franchisor's approval of the lease ~~of or sublease for~~ the Center Location ~~from the original franchisee,~~ and shall obtain the landlord's consent or approval if required~~prior to any transfer, including execution of any lease assignment or sublease, if applicable~~ documentation as required;

16. ~~Franchisee's Tint World®~~The Center must be open and operating; at the time of transfer unless Franchisor approves otherwise ~~agrees~~ in writing;

17. The terms of the ~~proposed~~-Transfer ~~of the Franchise~~ must not, in Franchisor's reasonable judgment, ~~place~~impose an unreasonable financial burden on the transferee;

18. Any ~~F~~financing provided by Franchisee(or any ~~of its Owners or Affiliates)~~offersOwner or Affiliate of Franchisee to the transferee must be subordinate to all present ~~anyd~~ ~~current or~~ future obligations of the transferee to Franchisor and its Affiliates;

19. Franchisee and its Owners ~~must~~shall execute a non-competition ~~covenant~~agreement, in form and substance satisfactory to Franchisor, in Favor of Franchisor and the transferee, agreeingproviding that, for a period of not less than two (2) years, startingbeginning on the effective transfer date~~of the transfer~~, Franchisee and its Owners ~~will~~shall not directly or indirectly, own, manage, operate, control, consult with, or have any legal or beneficial interest in, ~~manage, operate or consult with:~~ (1) (i) any Competitive Business that is located within thirty (30) miles of the Center; (ii) any Competitive Business that is located within a twenty (20) mile radius of Franchisee's Tint World®-Center; (2) any Competitive Business that is located within a twenty (20thirty (30) mile radius of any other Tint World® Center locations in-operationng as of the effective transfer date~~of such transfer~~; or (3)iii) any entity which grantsthat franchises, licenses, or ~~other interests~~grants rights to others to operate any Competitive Business; and

20. Franchisee ~~and its Owners must,~~ the transferee, and their respective Owners shall execute such ~~other~~additional documents and ~~do~~take such other ~~things~~additional actions as Franchisor ~~may reasonably~~shall require, to protect Franchisor's interests underand ensure compliance with the System and this Agreement.

C. Assignment by Franchisor

Franchisor ~~has an~~shall have the unrestricted right to transfer or assign all or any part of its rights or obligations under this Agreement to any assignee or ~~other~~ legal successor ~~to the interests of Franchisor. In addition, and~~ without Franchisee's consent. Without limiting the foregoing, Franchisor may sell or transfer its assets; ~~may, issue or~~ sell its securities in public ~~offering~~ or in private ~~placement; may~~offering, merge with or acquire other ~~corporations~~entities, or be acquired by another ~~corporation; and may undertake~~entity; or engage in any refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. Franchisee acknowledges that Franchisor maintains staff to manage and operate the Franchise System and that such staff members can change ~~as employees come and go from time to time~~. Franchisee represents this Agreement has not been signed in reliance ~~on~~upon the continued involvement of any particular shareholder, member, director, officer, or employee ~~remaining with, or representative of~~ Franchisor in that capacity. Franchisor may change ownership ~~or structure, organizational form and/or, or control, and may~~ assign this Agreement and any ~~other~~related agreements to a third party without restriction. ~~After Franchisor's~~Upon and assignment ~~of this Agreement to a third party who in which the assignee~~ expressly assumes the Franchisor's obligations under this Agreement, Franchisor and its assigning shareholders, members, directors, officers, ~~or~~and employees ~~no longer will have~~

~~any~~ shall be released any further performance, liability, or other obligations under this Agreement arising after the effective date of such assignment.

D. Transfer Upon Death or Mental Incapacity

Upon the death or mental incapacity of any person ~~with an~~ holding an ownership or beneficial interest in the Tint World® Center, including ~~that of~~ Franchisee and/or any Owner(s), the executor, administrator, guardian, or personal representative of ~~that such~~ person ~~must~~ shall transfer ~~his~~ such interest to a third party approved by Franchisor within six (6) months after death or determination of mental incapacity. ~~These~~ Any such transfers, including, without limitation, transfers by devise ~~or~~, inheritance, ~~will or operation of law, shall~~ be subject to ~~the same~~ all restrictions, requirements, and conditions ~~as applicable~~ any ~~inter vivos~~ other ~~transfer~~ under this Agreement. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of ~~any~~ deceased person are unable to ~~meet~~ satisfy the conditions of this Agreement, the personal representative of the deceased Franchisee shall have a reasonable period of time to dispose of ~~the deceased's~~ such interest in the Tint World® Center, ~~which disposition will be~~ subject to ~~all the terms and conditions for~~ Franchisor's approval and all transfer ~~contained in this Agreement. If the~~ requirements herein. If such interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

Pending transfer or assignment, upon the death of the Principal, or in the event of any temporary or permanent mental or physical disability of the Principal, ~~a manager~~ Franchisee shall ~~be employed for~~ ensure that the operation of the Tint World® Center is managed by a qualified manager who has successfully completed Franchisor's training ~~courses~~ to operate the Tint World® Center for the account of Franchisee. If after the death or disability of the Principal, the Tint World® Center is not being managed by such trained manager, Franchisor ~~is authorized~~ shall have the right to appoint a manager to ~~maintain the operation of the~~ operate the Tint World® Center until an approved ~~assignee will be able to assume the management and~~ transferee assumes operation ~~of the Tint World® Center, but in no event for a period, provided that such appointment shall not~~ exceeding one (1) year without the approval of the Principal's personal representative ~~of the Principal~~. Any such manager appointed or approved pursuant to this Section shall be deemed an employee of the Franchisee. All ~~funds~~ revenues generated from the operation of the Tint World® Center during the period of such management ~~by such appointed or approved manager~~ shall be ~~kept~~ maintained in a separate ~~fund~~ account, and all operating expenses of the Tint World® Center, including the manager's compensation ~~of such manager, other costs and~~ any costs incurred in connection with such management, including transportation, lodging, meals, ~~and wages of such appointed or approved manager (, and other related expenses (collectively, the "Management Expenses"), shall be charged to~~ paid from such ~~fund~~ account. As compensation for the management services provided, in addition to all other Fees due hereunder, Franchisee shall reimburse Franchisor ~~shall charge such fund the full amount of the direct~~ for all direct costs and expenses incurred by Franchisor ~~during in connection with~~ such period of management for and on behalf of Franchisee, provided that services. Franchisor shall only have a duty to ~~utilize~~ exercise reasonable efforts and shall not be liable to Franchisee, the Principal ~~or, the~~ personal representative ~~of the Principal, the Entity, any Owner~~, or any person or entity ~~having an interest therein~~ for any debts, losses ~~or~~, obligations, or liabilities incurred by the Tint World® Center, nor to any creditor of Franchisee or the Principal, during any period in which ~~it the~~ Center is managed by a Franchisor ~~appointed~~ appointed or approved manager.

E. Franchisor's Right to First Refusal

If the terms of ~~the~~ Third Party Offer pursuant to Section XXII.A are different in any material respect ~~(, including~~ without limitation price and/or payment terms), from those contained in the Offer Notice pursuant to Section XX.A, Franchisor ~~will~~ shall have the option, exercisable by notice delivered to Franchisee within thirty (30) days from the date delivery to Franchisor of a complete and accurate copy of the Third Party Offer, to purchase such interest ~~in~~ under this Agreement, or Franchisee's Tint World® Center for ~~the same~~ price and ~~on the~~ material terms and conditions contained in ~~such~~ the Third Party Offer.

If the Franchisee ~~(and/or its Owners)~~ desires to transfer or sell the Franchise for a legal consideration to a prospective buyer without first giving Franchisor an Offer Notice pursuant to Section XXII.A, Franchisee (and/or its Owners) must obtain a bona fide, ~~executed~~ written offer ~~and~~ executed by a fully disclosed, responsible purchaser, together with earnest money deposit ~~in the amount of equal to~~ at least five percent (5%) of the ~~offering price from a responsible and full disclosed purchaser and must~~ proposed purchase price. Franchisee shall immediately deliver ~~immediately~~ to Franchisor a complete and accurate copy of such offer (the "Right of First Refusal Offer"),

~~including; together with:~~ (a) financial statements of Franchise (including balance sheets and income statements) for the ~~last preceding~~ three (3) fiscal years and year-to-date; (b) federal income tax returns and all applicable schedules for ~~Franchises for~~ at least three (3) fiscal years; and (c) a complete and accurate copy of Franchisee's then current lease for the ~~premises of Franchisee's~~ Tint World® Center Location. If ~~offer or the~~ proposer ~~d to buy~~ purchaser also seeks to acquire any other assets, property, or rights from Franchisee (and/or its Owners) or Affiliates (other than rights under other ~~franchise agreements for Tint World® Centers~~) as part of the bona fide offer, the franchise agreements, such proposal ~~or such property or rights~~ must be set forth in a separate, contemporaneous written offer ~~that is fully~~ disclosed to Franchisor, ~~and, t~~ The purchase price and terms of purchase offered to Franchisee (and/or its Owners) for allocated to the Transfer of the Franchise must reflect the bona fide ~~price offered therefor and may not reflect any value for any value of the Franchise only and may not include or be inflated by consideration attributable to~~ other property or rights. Franchisor ~~has the option, exercisable by notice delivered to Franchisee (and/or its Owners), within 30 days from the date delivery of shall have the right of first refusal to purchase the interests proposed to be transferred on the same price and material terms set forth in the Right of First Refusal Offer, to purchase such interest and for the price and on the terms and conditions contained in such offer.~~ Such right may be exercised by written notice delivered to Franchisee within thirty (30) days after Franchisor's receipt of the complete Right of First Refusal Offer and required documentation. Franchisor ~~has shall~~ have the right to investigate ~~and, analyze, and evaluate the proposed transaction, including the business, assets and, liabilities and all other matters Franchisor deems necessary or desirable in order to make an informed investment decision with respect to appropriate to determine the fairness and validity of the proposed terms of Franchisor's right of first refusal.~~ Franchisor may conduct such investigation and analysis in any manner Franchisor deems appropriate, and Franchisee (and/or its Owners) ~~agree shall fully~~ cooperate and promptly provide ~~Franchisor with all information Franchisor requests and to cooperate fully with and documentation requested by~~ Franchisor in connection therewith.

If Franchisor elects to exercise its option to purchase pursuant to the terms of the Third Party Offer or Right of First Refusal Offer, ~~as provided in under this Section XXII.A. and Section XXII.A.,~~ Franchisor and Franchisee (and/or its Owners) will enter into a purchaser agreement reasonably satisfactory to Franchisee and Franchisor, containing such agreements, representations, warranties, covenants, indemnities and customer warranty reserve funds, and require such documents at closing, as are reasonable necessary to protect each party's interest. The closing shall occur within ninety (90) days after the date of Franchisor's response to the Third-Party Offer or Right of First Refusal Offer, as applicable, unless the closing is delayed for reasons beyond Franchisor's reasonable control, in which case closing shall occur as soon as reasonably practicable thereafter. In the event the consideration, or material terms and/or conditions offered by a third party are such that Franchisor may not be reasonably able to furnish the same consideration, terms and/or conditions, then Franchisor may instead elect to purchase the interest proposed to be sold for the reasonable equivalent in cash equivalent of such consideration and terms. If the parties cannot agree to the reasonably cash equivalent ~~in cash~~ of the consideration, terms and/or conditions offered by the third party, Franchisor may, at its ~~own sole~~ expense ~~may~~ designate an independent appraiser to determine such cash equivalent, and the appraiser's determination shall be final and binding on the parties.

If Franchisor does not exercise its option to purchase pursuant to the terms of the Third Party Offer or Right of First Refusal Offer, as provided in Section XXII.A, Franchisee (and/or its Owners) may complete the sale to such offer or pursuant to and on the exact price and material terms of such offer, subject to Franchisor's approval of the transfer as provided in Section XXII.B., provided that if the sale to such offer is not completed within ninety (90) days after delivery of such offer to Franchisor, or if there is any change in the price or any material terms of the offer, Franchisee ~~must shall~~ promptly notify Franchisor in writing, and Franchisor ~~will shall~~ have an additional option to purchase ~~(on the terms of interest proposed to be transferred on the revised offer, if any, and otherwise set forth herein) during the terms, if any, by delivering written notice to Franchisee within thirty (30) day period following Franchisee's receipt of such notification of the expiration of the 90 day period or the change to the terms of the offer. Failure of~~ Franchisor's failure to exercise its option afforded by this Section XXII.A., ~~shall not constitute a waiver of any other provision of rights under this Agreement, including all of the requirements of this Section XXII., with respect to any proposed transfer of any Interest.~~ Any subsequent change into the price or material terms of any offer prior to closing shall ~~constitute be deemed~~ a new offer and shall be subject ~~to the same~~ Franchisor's rights of first refusal ~~by Franchisor as in the case of an initial offer as provided herein.~~

XXIII. TERMINATION OF FRANCHISE

A. Impact of Statutes Upon Franchise Agreement

The conditions under which this Franchisee's ~~franchise can~~may be terminated and Franchisee's rights, if any, upon non-renewal may be ~~affected~~subject to and governed by applicable law.

B. By Franchisor

Franchisee acknowledges that ~~the strict performance of compliance with~~ all the terms of this Agreement is ~~necessary~~essential not only for protection of Franchisor, but also the protection of Franchisee and other Franchisees of Franchisor. As a result, Franchisee therefore acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained herein is a condition precedent to the continuation of this Agreement. If Franchisee shall breach any material provision of this Agreement, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee five (5) days, or such longer period as applicable law may require, in which to remedy same. If Franchisee ~~shall~~fails to ~~remedy~~cure such breach within the applicable cure period, then Franchisor ~~can~~may terminate this Agreement and the Franchisee by delivering written notice of termination, effective five (5) days, thereafter or such longer period as required by applicable law ~~may require, after delivery of notice of termination to Franchisee~~.

C. Termination of Franchise Without Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee and/or, as applicable, any Owner does any of the following:

1. Franchisee abandons ~~or the Center~~, fails to open the ~~store~~Center for a period of three (3) business days, surrenders, ~~or possession~~, transfers control of the ~~operation of the Tint World®-Center~~, or fails to continuously and actively, ~~operate the Tint World®-Center unless precluded from doing so by damage to the Center Location due to Center~~ except where prevented by casualty, war, act of God, civil disturbance, natural disaster, labor dispute, or other events beyond Franchisee's reasonable control;
2. Franchisee consistently fails or refuses to timely submit ~~when due any required~~ financial statement, tax return or schedules, reports, or ~~to pay when due the Base Royalty Fees, or any other payments~~ other required documentation, or fails to timely pay any royalties, advertising fund contributions, fees, or other amounts due Franchisor or its Affiliate;
3. Franchisee operates the ~~Tint World®-Center~~ in a manner that violates any applicable federal, state, or local law, rule, regulation, or ordinance;
4. Franchisee and/or an Owner ~~has made~~ any material misrepresentation or omission on the application for the Franchise or related disclosures;
5. Franchise Transfers, assigns, ~~or sub-franchises~~ sublicenses, sub-franchises, encumbers, or otherwise disposes of any interest in this Agreement or the Center without ~~having the Franchisor~~ prior written consent ~~of Franchisor, as set forth herein and/~~, or any Owner Transfers, assigns, or conveys any equity, ~~and/~~ voting, or ownership interests ~~and/or rights in and to in~~ Franchisee without Franchisor's prior written consent;
6. Franchisee and/or any Owner discloses ~~or~~, divulges ~~the contents of the~~, or misuses the Brand Standards Manual, Confidential Information, or any other Proprietary Information ~~provided to Franchisee by of~~ Franchisor;
7. Franchisee repeatedly fails to ~~substantially~~ comply with ~~any of~~ Brand Standards or other requirements imposed by this Agreement, whether or not such failures are subsequently cured ~~after notice~~;
8. Franchisee and/or any Owner commits any breach of this Agreement or engages in any other ~~activity which~~ act or omission that has a material adverse effect on Franchisor, the System, or the Names and Marks;
9. Franchisee fails or refuses to comply with any provision of this Agreement or any other agreement ~~between with~~ Franchisor ~~and Franchisee relating to the Tint World®-Center or the Franchise, or its Affiliates~~ and does not correct such failure or refusal within thirty (30) days ~~after written notice of such failure or refusal to comply is delivered to Franchisee~~;

10. Franchisee and/or any Owner ~~has been~~is indicted for a felony and ~~has not had~~ the indictment is not quashed or dismissed within thirty (30) days of its filing, or is otherwise convicted of a felony, or has pleaded ~~guilty~~ or nolo contendere to a felony;

11. Franchisee and/or any Owner ~~has engages in~~ sexually harassed ~~ment or intimidated any individual;~~ has, intimidation, or any unlawfulness with intentionally engaged ing in racial, ethnic, religious, sexual or other offensive discrimination against any individual or group; ~~has, or~~ knowingly engaged in any other unethical ~~or, dishonest activity, or~~ improper business conduct or business practice that Franchisor reasonably considers to be materially detrimental to the reputation or public image of Franchisor ~~or,~~ its Affiliates, or their owners, directors, officers or employees, the System, or the Names and Marks;

12. Franchisee fails to discharge any valid lien placed against the ~~property of the~~ Tint World® Center or its property;

13. Franchisee and/or any Owner makes an assignment for the benefit of creditors or an admission of ~~the Franchisee's and/or an Owners~~ inability to pay its obligations as they become due;

14. Franchisee and/or any Owner files a voluntary ~~petition in~~ bankruptcy petition or similar proceeding, or any pleading seeking ~~any~~ reorganization, ~~arrangement, disposition, adjustment,~~ liquidation, dissolution, or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against it ~~him/her~~, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial ~~part~~ portion of the assets of the Franchisee and/or any Owner ~~or the Tint World® Center~~ assets, or the claims of creditors of Franchisee and/or any Owner, or the Tint World® Center ~~are~~is abated or subject to a moratorium under any laws;

15. Franchisee and/or any Owner becomes insolvent or makes a general assignment for the benefit of creditors;

16. If any proceeding, including a bill in equity or ~~other proceedings~~ similar action, is filed for the appointment of a receiver ~~of Franchisee and/or any Owner, trustee,~~ or other custodian for Franchisee's, any Owner, the Tint World® Center, or any material portion of their assets ~~is filed,~~ and such proceeding is consented ~~to~~ or not timely contested by Franchisee and/or the applicable Owner;

17. If a receiver or other custodian (permanent or temporary) of the ~~Tint World®~~ Center, Franchisee, or Franchisee's assets or property, or any ~~part~~ material portion thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise;

18. If any proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee and/or any Owner;

19. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a superseding bond is filed), or if Franchisee is dissolved or is wound up, or terminated;

20. If execution is levied against Franchisee's Tint World® Center or property, or against any Ownership Interest in Franchisee;

21. If any real or personal property of Franchisee's Tint World® Center ~~shall be~~is sold after levy thereupon by any sheriff, marshal, or constable;

22. If, in violation of the terms of Sections XII., XVI. and/or XX. hereof, Franchisee, Franchisee's Owners, its principals, representatives, agents, or employees disclose or divulge the contents of the Manuals or other Confidential Information provided to Franchisee by Franchisor, or if Franchisee maintains false books or records, or submits any false reports to Franchisor.

23. If any audit or inspection of Franchisee's records ~~discloses~~ reveals an understatement of ~~payments due~~ amounts due to Franchisor of four percent (4%) ~~percent~~ or more;

24. Franchisee receives two ~~notices of~~ (2) default notices for breach of contract within ~~a~~ any twelve (12) month period, or receives three ~~notices of~~ (3) default notices for breach of contract within ~~a~~ any twelve (24) month period; and

25. If Franchisee fails to present an acceptable replacement management candidate, or Franchisee's alternate candidate ~~for fails to satisfactorily complete required~~ management training ~~shall not adequately complete such management training program, after either~~ after Franchisee or Franchisee's ~~designated individual previously~~ prior candidate failed to complete ~~adequately the management~~ such training.

D. Termination of Franchise with Cure

Notwithstanding the foregoing, Franchisee shall cure violations of environmental protection agency, health, safety, and sanitation laws within seventy-two (72) hours' after written notice, and shall pay all past due NAF contributions and Royalty ~~fees upon~~ and other monetary obligations within five (5) days' after written notice. Any default not specifically listed herein shall be cured within five (5) days ~~of~~ after written notice, or as required by applicable law.

XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Franchisee Shall Cease Using Names and Marks

Franchisee ~~further~~ agrees that, upon ~~termination or~~ expiration or termination of this Agreement for any reason, Franchisee shall immediately and permanently cease ~~to use, by advertising, or any manner whatsoever, any confidential methods, procedures, descriptions of products, and techniques associated with Franchisor and all use of the System, the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signs, logos, or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, stationery, forms, and any other Sections which display the Names and Marks. Franchisee shall comply with the covenant not to compete and the agreement to maintain the~~ Confidential Information, Customer Data, and all other proprietary materials, shall not represent itself as a current or former Tint World® franchisee, and shall discontinue all physical and digital use of the Marks and System (including signage, advertising, websites, domain names, social media accounts, SEO terms, metadata, online listings, email addresses, AI-generated content, and marketing materials), remove or destroy all branded materials, return or permanently delete all proprietary and customer data and certify such deletion in writing, and fully comply with all post-termination obligations, including non-competition, non-solicitation, confidentiality of proprietary information, and digital asset transfer requirements, all of which shall survive termination or expiration of this Agreement.

B. Franchisee Shall Cease Operating Business

Franchisee agrees that, upon expiration or termination of this Agreement for any reason, Franchisee shall immediately and permanently cease to operate the Tint World® Center under this Agreement, and shall not thereafter, directly, or indirectly, represent itself to the public or ~~hold itself out~~ anyone as a ~~present~~ current or former Franchisee of Franchisor; and

Franchisee and its Owners agree that, for a period of not less than two (2) years, ~~starting~~ commencing on the effective date of termination or expiration ~~or starting when~~ of this Agreement, or the date Franchisee ceases operating the Tint World® Center (whichever occurs later), Franchisee and its Owners ~~will, jointly and severally, shall~~ not directly or indirectly ~~own, for themselves or through any other person or entity own, maintain, engage in, operate, control, be employed by, consult with, or have~~ any legal or beneficial interest in, ~~manage, operate or consult with: (1) any Competitive Business; (a) that is located within a twentythirty (2030) mile radius of Franchisee's Business Center Location; (2b) any Competitive Business that is located within a twentythirty (2030) mile radius of any other Tint World® Business location Center in operation as of the effective date of such transfer; termination or expiration; or (3c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and~~

Franchisee and its Owners acknowledge that Franchisor has a protectable legal interest in the System and that these non-competition covenants contained in Section XVI. C. and Section XXIV.B. are necessary elements to Franchisor's protection and are an integral part of this Agreement; and

Franchisee and its Owners ~~must~~ shall execute such ~~other~~ additional documents and ~~do~~ take such ~~other~~ further ~~things~~ actions as Franchisor may reasonably require, to protect and enforce Franchisor's interests under this Agreement and the System.

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees that, in the event ~~if~~ Franchisee continues to operate or subsequently begins to operate any other business, Franchisee shall not ~~to~~ use any reproduction, counterfeit, copy, or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, ~~which~~ that is likely to cause

confusion, mistake ~~or~~, deception, or ~~which is likely to dilute~~ on of Franchisor's exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description ~~or~~, representation ~~which~~, trade dress, or other indication that falsely suggests or represents ~~an~~, directly or indirectly, any current or former affiliation, or association ~~or connection~~ with Franchisor or ~~a former association or connection with Franchisor~~ the Tint World® System.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee ~~further~~ agrees that upon termination or expiration of this Agreement, ~~it will~~ Franchisee shall promptly take such action ~~that may be required~~ necessary to cancel ~~all any~~ assumed names ~~or equivalent~~, fictitious name, or similar registrations relating to its use of any Names or Marks and ~~to~~ shall notify ~~the~~ all telephone companies ~~and~~, directory publishers, online listing services, internet service providers, and similar agencies of the termination or expiration of Franchisee's right to use any telephone numbers ~~in any~~, domain names, social media accounts, classified ~~ad~~ and any other telephone advertisements, or directory listings associated with the Names and Marks or with the Tint World® Center and to authorize transfer of same to Franchisor. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in all telephone number and directory listings associated with any Names or Marks of the Tint World® Center. Franchisee further authorizes Franchisor, and hereby appoints Franchisor as its attorney in fact, to direct the telephone company and all listing agencies to transfer same to Franchisor, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies ~~may~~ shall accept such direction in this Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct ~~their~~ such transfers.

E. Franchisee Must Return Brand Standards Manual and Other Materials

Franchisee ~~further~~ agrees that upon termination or expiration of this Agreement, ~~it will~~ Franchisee shall immediately return to Franchisor all copies of the Operations Brand Standards Manual, training aids and ~~any all~~ other materials which have been loaned to ~~it~~ Franchisee by Franchisor. Franchisee further agrees to ~~turn over~~ deliver to Franchisor ~~any other all~~ Manuals, computer programs, software, customer lists, records, files, instructions, correspondence ~~and~~, brochures, and any and all other confidential ~~and or~~ proprietary materials relating to the operation of the Tint World® System or the operation of the Center in Franchisee's possession, custody, or control, ~~and~~ including all copies thereof ~~(, all of which are acknowledged to be Franchisor's the property), and only Franchisee's of Franchisor.~~ Franchisee may retain only one (1) copy of this Agreement and any, correspondence between the parties, and any such other documents ~~copies~~ which Franchisee reasonably ~~needs~~ requires for compliance with any provision of applicable law ~~may be retained by Franchisee. The Operations Manual. The~~ Replacement cost of the Brand Standards Manual is \$5,000.00. If the Franchisee loses, destroys, or otherwise does not return the Operating Brand Standards Manual, Franchisee is ~~shall be~~ required to pay Franchisor the replacement cost.

F. Franchisor May Purchase Inventory and Equipment

Franchisor shall have the right (but not the duty), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration of this Agreement, to purchase any or all of Franchisee's inventory, equipment, supplies, signs ~~age~~, advertising materials, and other items bearing or displaying Franchisor's Names and Marks, ~~at their~~ fair market value (less the amount of any outstanding liens or encumbrances). If the parties cannot agree on a fair market value within a reasonable time, Franchisor may designate an independent appraiser ~~shall be designated by Franchisor~~, and the determination of such appraiser shall be binding. Notwithstanding the foregoing, if Franchisee has obtained financing from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA), and the parties are unable to agree as to a purchase price and terms, the fair market value of any acquired property shall be determined by three (3) Appraisers chosen in the following manner; Franchisee shall select one (1) appraiser, and Franchisor shall select one (1) appraiser, and the two (2) appraisers so ~~chosen~~ selected shall jointly select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties. If Franchisor elects to exercise any option to purchase as herein provided, it shall have the right to set off all amounts due from Franchisee, ~~and the cost for the~~ to Franchisor or its Affiliates, including appraisal, if any, against any payment thereof costs, liens, or other charges.

Notwithstanding anything to the contrary contained in this Franchise Agreement, upon termination or expiration of this Agreement, Franchisor shall have the right to take immediate possession of ~~the all~~ assets used in

connection with the operation of Franchisee's Tint World® Center, including without limitation, any and of all of the furnishings, equipment, ~~(including any point of sale or computer hardware and software systems)~~, signs, ~~fixtures,~~ ~~motor vehicles,~~ supplies, and inventory ~~of Franchisee related to the operation of the Tint World® (collectively, the "Center Assets").~~ Franchisor shall have a ~~lien against all such assets in the amount of any amounts due~~ continuing first-priority security interest and lien in and to the Center Assets to secure all amounts owed by Franchisee to Franchisor or its Affiliates under this Agreement or any other agreement. Franchisor shall have the right to have such assets appraised at the lower of original cost or fair market value of the used assets, and to acquire all right, title, and interest to such assets, without conducting any public sale, ~~by paying to Franchisee (or directly to any secured lender of Franchisee who has a lienholder with a superior lien interest in the assets)~~ the difference between the appraised value and the amounts owed to Franchisor by Franchisee at the time of termination. If the lien on the assets from Franchisee's lender has priority over any lien of Franchisor, and the amount of the lien is in excess to the appraised value of such assets, Franchisor shall have the right to deal directly with Franchisee's lienholder, and to execute all documents required by Franchisor or by law to lawfully effect such transfer, and to perfect Franchisor's security interest. Franchisor shall have the right to take such action without the execution of any further documents by Franchisee if Franchisee fails or refuses to comply with these further assurances.

G. Franchisee Must Pay Monies Owed to Franchisor

Franchisee shall pay to Franchisor within fifteen (15) days after the effective date of termination or expiration of this Agreement, such Base Royalty Fees, National Advertising Fund contributions, ~~payments~~ amounts due for inventory, equipment ~~or~~, merchandise, ~~or~~ and any other fees, charges, or sums owed to Franchisor and/or its Affiliates by Franchisee, which are then unpaid. Franchisee shall ~~pay to also reimburse~~ Franchisor for all damages, costs, and expenses, ~~including reasonable attorney's fees,~~ incurred by Franchisor in enforcing Franchisee's obligations under Section XIX, including without limitation reasonable attorneys' fees and costs incurred in obtaining injunctive or other relief ~~for the enforcement of any provisions of Section XIX.~~

H. Customers

Upon any termination or expiration ~~(of this Agreement without the grant of a successor franchise) of this Agreement,~~ Franchisor ~~has~~ shall have the unrestricted right, without ~~paying Franchisee~~ any legal consideration, ~~to offer or payment of any compensation to Franchisee, to market, offer,~~ and sell, and to ~~permit~~ authorize other Franchisees to market, offer, and sell, any products or services, to any and all customers of Franchisee's Tint World® Center. Franchisor ~~has~~ shall have the right to use and retain all customer data, contact information, sales records, and other information derived from Franchisee's computer system or related reports submitted to Franchisor for such purposes, notwithstanding anything to the contrary contained in this Agreement.

I. Possession of the Center Location

Upon any termination or expiration ~~and when Franchisee complies with~~ of this Agreement, and subject to Franchisee's Post-Term full compliance with all Post-Termination Covenants (without and Obligations of this Agreement (and absent the grant of a successor franchise) ~~of this Agreement,~~ Franchisor ~~has~~ shall have the sole and absolute right and discretion, to require Franchisee to:

1. ~~To promptly assign to~~ If Franchisor ~~the leases or subleases for the Center Location (or, Franchisee shall, at Franchisor's option, promptly assign such lease or sublease to Franchisor the or its designee, or Center Location as into an interim Ssublease with Franchisor in accordance with Section XII.C. and otherwise on the same terms and conditions as Franchisee's lease), and promptly grant Franchisor shall immediately deliver possession to of the Center Location; to Franchisor, or~~

2. If Franchisee or ~~one of Franchisee's~~ any of its Affiliates or Owners owns the Center Location, then, at Franchisor's option: (i) Franchisee shall promptly enter into a lease agreement with Franchisor or an its as designee (including a franchisee or a Affiliate) for an initial term of ~~18 months with two~~ not less than twelve (12) months and not more than eighteen (18) months, with two (2) additional 60-month renewal options of sixty (60) months each, on commercially reasonable terms consistent with the Franchise Lease Addendum and at a monthly rental amount at or below rate not exceeding the average monthly rent ~~listed~~ disclosed in the ~~then then~~ current Franchise Disclosure

Document; or (ii) Franchisee shall promptly enter into a purchase and sale agreement ~~for the property~~ with Franchisor or ~~an its~~ ~~as~~ designee ~~(franchisee or affiliate) at an appraised~~ at a commercially reasonable price as determined by an independent appraisal.

Notwithstanding the foregoing, at Franchisor's sole option, Franchisee ~~will~~ may not be ~~obligated~~ required to lease or sublease ~~to Franchisor~~ the Center Location to Franchisor or its designee, if Franchisee has ~~notified~~ provided Franchisor with written notice at least eighteen (18) months prior to the expiration of the Term stating that Franchisee does not intend to exercise ~~Franchisee's~~ its right to a successor franchise under Section IX.B., and that neither Franchisee nor any Affiliate or Owner ~~of Franchisee intends to~~ shall own, operate, manage, lease, ~~lend funds to~~ finance, or otherwise assist ~~a~~ any Competitive Business at the Center Location after expiration ~~of the Term, and~~. This exception shall apply only if Franchisee and its Affiliates and Owners ~~s(s) in fact~~ do not engage in any such ~~activities with respect to~~ Competitive Business at the Center Location for a period of two (2) years after following expiration ~~of the Term~~.

For the avoidance of doubt, if this Agreement ~~is for a Tint World®~~ relates to a Center that operated as a Tint World® prior to the Effective d Date hereof, and Franchisee or one of its Affiliates ~~owns~~ sed the Center Location as of the Effective Date, ~~then~~ at Franchisor's sole option, Franchisee ~~will~~ may not be obligated to lease the Center Location to Franchisor in accordance of the terms of this Agreement, provided that Franchisee nor any Affiliates or Owners operates, manages, leases, lends funds to or otherwise assist a Competitive Business at the Center Location for two years after the termination or expiration.

J. Continuing Obligations

All obligations under this Agreement which expressly survive, or by their nature are intended to survive, the expiration or termination of this Agreement ~~will continue~~ shall remain in full force and effect until ~~they are fully~~ satisfied in ~~full by their nature expire~~ accordance with their terms. Franchisee acknowledges and agrees that if this Agreement is terminated by Franchisor due to Franchisee's default, or if Franchisee abandons, repudiates, or ceases operating the Tint World® Center without Franchisor's written consent prior to the expiration of the Term, Franchisee shall pay Franchisor, as liquidated damages and not as a penalty, an amount equal to the greater of: (a) forty-eight (48) months of the average monthly Royalty Fees, National Advertising Fund contributions, technology fees, and all other recurring fees payable under this Agreement, calculated based on the thirty-six (36) month period immediately preceding termination (or, if the Tint World® Center has been operated for less than thirty-six (36) months, the total recurring fees paid during the period of operation annualized and multiplied by four (4)); or (b) The total amount of Royalty Fees, National Advertising Fund contributions, technology fees, and other recurring fees that would have been payable from the date of termination through the expiration of the then-current Term. Franchisee acknowledges that actual damages would be difficult to determine and that this formula represents a reasonable estimate of Franchisor's anticipated losses, including lost future fees, disruption to the System, and the time and expense associated with establishing a replacement franchised location. Liquidated damages shall be due within ten (10) days after written demand and enforced to the maximum extent permitted by applicable law.

XXV. ENFORCEMENT

A. Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that all Base Royalty Fees and all other amounts due to Franchisor or its Affiliates under this Agreement shall be paid when due, without withholding, delay, deduction, offset, recoupment, counterclaim, or reduction of any kind, for any reason whatsoever, including any alleged breach, nonperformance, set-off right, or other claim Franchisee may assert against Franchisor or its Affiliates. Franchisee expressly acknowledges that payment of all amounts due under this Agreement is an independent covenant and a material obligation of this Agreement. Franchisee's obligation to make timely payment shall not be conditioned upon the performance of Franchisor or the resolution of any dispute. Any dispute, claim, or controversy asserted by Franchisee shall be pursued exclusively in accordance with the dispute resolution and arbitration provisions set forth in this Agreement, and shall not relieve Franchisee of its obligation to continue performing all of its duties hereunder, including the timely payment of all fees. Failure to make any payment when due shall constitute a material default under this Agreement.

~~Franchisee agrees that he or she will not withhold payments of any Base Royalty Fees or any other amounts of money owed to Franchisor for any reason, on grounds of alleged nonperformance by Franchisor of any obligation hereunder. All such claims by Franchisee shall, if not otherwise resolved by Franchisor and Franchisee, be submitted to arbitration as provided in this Agreement.~~

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are ~~severable, and this Agreement shall be interpreted and enforced as if all completely independent and severable.~~ If any provision, covenant, restriction, specification, Brand Standards, or Operating Procedure is determined by a court or governmental authority of competent jurisdiction to be invalid, illegal, or unenforceable ~~provisions were not contained herein, and any partially valid and enforceable, such~~ provisions shall be enforced to the maximum extent ~~valid and enforceable. If any permitted by applicable law or rule requires a greater prior notice of the termination, and the remaining provisions of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.~~ shall remain in full force and effect as if the invalid or unenforceable provision had never been included.

If any restrictive covenant ~~which restricts~~ (including, without limitation, any non-competitive activity, non-solicitation, confidentiality, digital governance, or post-termination obligation) is deemed unenforceable ~~by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it,~~ Franchisee agrees that it will be due to its duration, geographic scope, scope of activity, or otherwise, the parties expressly authorize and request that such court or authority reform, modify, or reduce the provision to the minimum extent necessary so that it is enforced ~~able~~ to the fullest extent ~~permissible~~ permitted under applicable law and public policy. Franchisee expressly agrees to be bound by any such modified covenant as so reformed.

If any applicable law requires a(i) greater prior notice of termination or refusal to renew this Agreement than is required hereunder, a different standard of "good cause" to determine or not renew this Agreement, or the taking of some other action not required hereunder, then the prior notice, non-renewal than provided herein, (ii) a different or additional "good cause" standard and/, or (iii) other taking of any action not otherwise required by such law will under this Agreement, then such statutory requirements shall automatically be substituted for the comparable provisions hereof. ~~of this Agreement solely to the extent required by such law. Nothing herein shall constitute a waiver by Franchisor of its right to contest the validity, enforceability, or applicability of any such law.~~

- However, the foregoing shall not be a waiver of Franchisor's right to contest the validity, enforceability, or application of any such law. If any provisions of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable under applicable law, Franchisor has ~~Franchisor shall have~~ the right, in its sole discretion, to modify ~~such any~~ any invalid ~~and/or~~ or unenforceable provision, specification, standard, or ~~Operating p~~ Procedure to the extent necessary to ~~make~~ render it valid and enforceable, while preserving as closely as possible the original intent and economic effect of the provision.

Franchisee acknowledges and agrees that, ~~to the extent~~ Franchisor may ~~enters~~ into ~~other different~~ franchise agreements with other franchisees, ~~Franchisor is and shall have not obligated~~ Franchisor is and shall have not obligated ~~on~~ to enforce ~~its rights under those provisions of other~~ its rights under these provisions of other agreements for the benefit of Franchisee. ~~In particular, but w~~ Without limitation, Franchisee acknowledges and agrees that Franchisor is shall not be obligated to enforce any right to restrict the area or territory in which any territorial, market, or location restrictions applicable to other franchisees operates its franchised Tint World®-Center, so long as, provided that Franchisor does not explicitly grant any rights to another franchisees that would violate any territorial limitations expressly contained in and directly violate the territorial rights, if any, granted to Franchisee under this Agreement.

C. Dispute Resolution

Franchisee expressly agrees that any claim or dispute between Franchisee and Franchisor, whether or not arising from this Agreement, Franchisee is required to:

1. **Internal Dispute Resolution.** Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's President and/or Chief Executive Officer, after providing ~~notice~~ written notice

of the claim, describing in reasonable detail the nature of the dispute and the relief sought, and allow Franchisor not less than thirty (30) days to cure or otherwise resolve the matter as set forth in Section XXV.C. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

2. **Mediation.** Franchisor and Franchisee have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation or arbitration. Other than an action brought by Franchisor for any Excepted Claim (as defined below), and with the exception of injunctive relief or specific performance actions, before the filing of any arbitration, Franchisor and Franchisee agree to mediate any dispute, controversy or claim between Franchisor and/or any of Franchisor's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisor Related Party"), on the one hand, and Franchisee and/or any of Franchisee's affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a "Franchisee Related Party"), including without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties' relationship; and/or (c) the events occurring prior to the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to commencing and maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement. This agreement to mediate shall survive any termination or expiration of this Agreement. The following provisions shall govern the mediation process:

(a) Mediation will be conducted in ~~Broward County~~Palm Beach, Florida (or, if Franchisor's corporate headquarters is no longer in ~~Broward County~~Palm Beach, Florida, the county where Franchisor's corporate headquarters is then-located). Persons authorized to settle the dispute must attend each mediation session in person. The party seeking mediation (the "Initiating Party") must commence mediation by sending the other party/parties a written notice of its request for mediation (the "Mediation Notice"). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party's version of the facts surrounding the dispute, the amounts of damages and the nature of any injunctive or other such relief such party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party.

(b) Upon receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice. If the parties have been unable to resolve any such dispute within twenty (20) days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute, if at all possible, within 30 days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section.

(c) The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the authorized person designated by each party an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the authorized persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party.

(d) The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

(e) The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert, or counsel for any party with respect to the dispute or any

related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual, or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view, or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view, or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in the mediation.

3. **Arbitration.** With the exception of the Excepted Claims, and if not resolved by the negotiation and mediation procedures set forth above, any dispute, controversy or claim between Franchisee and/or a Franchisee Related Party, on the one hand, and Franchisor and/or any Franchisor Related Party, on the other hand, including, without limitation, any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement, (b) the parties' relationship, (c) the events leading up to the entry into this Agreement, (d) the Designated Territory, (e) the scope or validity of the arbitration obligation (which Franchisee and Franchisor acknowledge is to be determined by an arbitrator and not a court), (f) any [SystemBrand sStandards](#); (g) any claim based in tort or any theory of negligence; and/or (h) any lease or sublease for the Franchised Tint World® Center, shall be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. During the pendency of any arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement. The following provisions shall govern the arbitration process:

(a) Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action, associational claim, or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. The arbitration must take place in [BrowardPalm Beach](#) County, Florida (or, if Franchisor's corporate headquarters is no longer in [BrowardPalm Beach](#) County, Florida, the county where Franchisor's corporate headquarters is then-located). The arbitration will be heard before one arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. Any issue as to whether a matter is subject to arbitration will be determined by the arbitrator. A judgment may be entered upon the arbitration award by any state or federal court in [BrowardPalm Beach](#) County, Florida.

(b) In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred. In any arbitration, each party in the arbitration will be bound by the provisions of any limitation on the period of time in which claims must be brought under this Agreement or applicable law, whichever first expires.

(c) The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; (3) certify a class or a consolidated action; or (3) make any award which extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of Tint World® Center performance that we set. The arbitrator shall have the right to make a determination as to any procedural matters that a court of competent jurisdiction would be permitted to make in the state in which Franchisor's main office is located. Further, the arbitrator shall decide all factual, procedural, or legal questions relating in any way to the dispute between the parties, including, without limitation, questions relating to whether the arbitration provision is applicable and enforceable as against the parties; the subject matter, timeliness, and scope of the dispute; any available remedies; and the existence of unconscionability and/or fraud in the inducement.

(d) The arbitrator can issue summary orders disposing of all or part of a claim and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

(e) The arbitrator shall have subpoena powers limited only by the laws of the State of Florida. The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute shall otherwise have the same discovery rights as are available in civil actions under the laws of the State of Florida. All other procedural matters shall be

determined by applying the statutory, common laws, and rules of procedure that control a court of competent jurisdiction in the State of Florida.

(f) Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions, or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement.

(g) The judgment of the arbitrator on any preliminary or final arbitration award shall be final and binding and may be entered in any court having jurisdiction.

(h) Franchisor reserves the right, but does not have the obligation, to advance Franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceedings to take place and by doing so shall not be deemed to have waived or relinquished Franchisor's right to seek recovery of those costs against Franchisee.

Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the dispute resolution provision of this Agreement, each having the authority to enforce the requirement to mediate and arbitrate claims asserted against such person by Franchisee or any Franchisee Related Party.

4. **Exceptions to Mediation and Arbitration.** Notwithstanding anything contained in this Agreement to the contrary, the parties agree that the following claims will not be subject to mediation or arbitration: Any controversy, dispute, or claim that concerns an allegation that Franchisee has violated (or threatens to violate, or poses an imminent risk of violating): (a) any provision relating to use of the Marks, the System or any Confidential Information; (b) any federally or state protected intellectual property rights in the Marks, the System, or in any Confidential Information; (c) any of the restrictive covenants contained in this Agreement, including the confidentiality and non-competition covenants; or (d) any claims to collect past due amounts owed to Franchisor and/or its affiliates (each, an "Excepted Claim" and collectively, the "Excepted Claims"). Without limiting the foregoing, Franchisor is permitted to seek immediate injunctive relief in the state or federal courts in any court with personal jurisdiction over Franchisee if Franchisee is violating or threatening to violate any restrictive covenant in this Agreement or if Franchisee is infringing on Franchisor's rights in the Marks. In such an action, Franchisor is permitted but not obligated to assert any other existing claims against Franchisee.

D. Rights of Parties Are Cumulative

The rights of Franchisor and Franchisee are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law to enforce by the provisions of this Agreement or of the ~~Operations~~Brand Standards Manual.

E. Judicial Enforcement, Injunction and Specific Performance

Franchisor shall have the right to enforce this Agreement by judicial process its right to terminate this Agreement for the causes enumerated in Section XXIII. of this Agreement, to collect any amounts owed to Franchisor for any unpaid Base Royalty Fees, or other unpaid charges due hereunder, arising out of the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchases, or security agreements or other agreements with Franchisee. Franchisor shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor Continuing Obligations as provided in XXIV.J. (the "Liquidated Damages") plus an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, transportation, lodging, meals, and wages, and any damages incurred by Franchisor as a result of the breach of any provision of this Agreement.

F. Construction

The language of this Agreement will be construed according to its fair meaning and not strictly against or for any party. The introduction, personal guarantees, Schedules, and addenda (if any) to this Agreement, as well as the Manual, are a part of this Agreement and constitute the entire agreement of the parties with respect to the subject matters hereof and supersede all prior oral or written agreements, commitments, or understandings with respect to the matters

provided for herein. If there is an inconsistency between the terms of this Agreement and the Manual, the terms of this Agreement will prevail. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations, or statements relating to the subject matter of this Agreement, other than Franchisor's Disclosure Document, that either party may or does not rely on or that will have any force or effect. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a party hereto, other than successors and assigns of any party to this Agreement whose interest are assigned in accordance with this Agreement.

Any other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any fixtures, signs, equipment, merchandise, or the like, constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between Franchisor or Franchisee relating to the subject matter of this Agreement. The headings of the several Sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those Sections or paragraphs. The term "Franchisee" as used herein is applicable to one or more persons, a corporation or partnership, as the case may be, the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. References to "Franchisee" applicable to an individual or individuals shall mean the principal Owner or Owners of the equity or operating control of Franchisee if Franchisee is a corporation or partnership.

Whenever this Agreement requires the approval or consent of either party, the other party must make written request therefore, and such approval or consent must be obtained in writing. This Agreement may be executed in multiple copies, each of which will be deemed an original. Time is of the essence in this Agreement.

G. Florida Law Applies

All matters relating to mediation or arbitration ~~will~~under this Agreement shall be governed by and construed in accordance with the Federal Arbitration Act (9 U.S.C. §§ 1, et seq.) ("FAA"), ~~and the FAA shall preempt any inconsistent state law to the fullest extent permitted by law.~~ Except to the extent governed by the ~~Federal Arbitration Act~~ FAA or other applicable federal law, this Agreement, the franchise granted hereunder, and any and all claims, disputes, or controversies arising ~~from or in any way out of or~~ related to this Agreement, the franchise relationship, or the operation of the Tint World® Center, whether sounding in contract, tort, statute, common law, or otherwise, between Franchisor, ~~and/or any of its~~ a ~~affiliates,~~ on the one hand, and Franchisee, ~~and/or any of Franchisee's~~ Owners, guarantors ~~and/~~ successors, assigns, or ~~a~~ affiliates, on the other hand, shall be ~~interpreted governed by~~ and construed under the exclusively in accordance with the internal laws of the State of Florida, ~~which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to~~ without regard to its conflict of laws principles. The parties expressly agree that Florida law shall apply notwithstanding the location of the Center Location or the residence of Franchisee, except to the limited extent that any non-waivable franchise registration, relationship, or disclosure law of another jurisdiction applies by its own force and independent, jurisdictional basis, without reliance on this paragraph.

H. Attorney Fees

In ~~the event any~~ mediation, arbitration, litigation, or other legal proceedings ~~between the parties hereto arising under~~ out of or relating to this Agreement or the franchise relationship, the prevailing party shall be entitled to recover its reasonable attorneys' fees ~~and, expert fees,~~ court costs ~~from the other party. If, arbitration costs, and other litigation expenses from the non-prevailing party. Without limiting the foregoing, if Franchisee is in~~ breaches or defaults ~~of~~ under any monetary or ~~nonmonetary~~ non-monetary obligation ~~under~~ contained in this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's ~~a~~ affiliates, and Franchisor engages ~~an~~ attorney legal counsel to enforce ~~Franchisor's~~ its rights (whether or not formal judicial, arbitral, or administrative proceedings are ~~initiated~~ commenced), Franchisee ~~must pay~~ shall reimburse Franchisor for all reasonable attorneys' fees, expert fees, investigative costs, collection costs, court costs ~~and litigation,~~ arbitration costs, and related enforcement expenses incurred by Franchisor ~~incurs, which.~~ Such reimbursement obligation shall ~~give rise to and remain,~~ constitute a continuing monetary obligation of Franchisee and shall remain due and payable until ~~paid~~ satisfied in full, ~~a lien in favor of.~~ To secure payment of such amounts, Franchisee hereby grants Franchisor a continuing security interest and lien, to the fullest extent permitted by law, in and against ~~any and~~ all of Franchisee's right, title, and interest in and to the personal

property, furnishings, fixtures, equipment, signs, ~~fixtures and inventory related to~~, accounts, and proceeds thereof used in connection with the operation of the Tint World® Center. Franchisee agrees to execute such financing statements and other documents as Franchisor may reasonably require to evidence or perfect such security interest. If Franchisee ~~institutes~~ initiates any legal action, arbitration, or other proceeding to interpret, challenge, or enforce the terms of this Agreement, and Franchisee ~~'s claim in such action is denied or the action is dismissed~~ does not substantially prevail on the material claims asserted, Franchisor ~~is~~ shall be entitled to recover Franchisor's reasonable attorneys' fees, ~~and all other reasonable~~ costs, and expenses incurred in defending ~~against same~~ such action, and ~~to have~~ such ~~an~~ amounts shall be awarded as part of ~~the~~ any judgment ~~in the proceeding or arbitration award~~.

I. Binding Effect

This Agreement ~~is~~ shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns ~~and successors in interest~~.

J. There Are No Unwritten Agreements; ~~Operations~~ Brand Standards Manual is Subject to Change

This Agreement, together with all exhibits, schedules, addenda, guaranties, and documents expressly incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the rights granted and the obligations assumed herein, and supersedes all prior or contemporaneous oral or written agreements, negotiations, representations, promises, projections, understandings, or commitments relating to the subject matter hereof. Franchisee acknowledges that no oral statements, earnings claims, representations, or inducements have been relied upon in entering into this Agreement except those expressly set forth herein or in Franchisor's Franchise Disclosure Document. Any modification, amendment, waiver, or termination of this Agreement must be in writing and signed by both parties to be effective. No course of dealing, custom, or practice shall be deemed to modify this Agreement.

Franchisor may amend, supplement, update, or otherwise modify the Brand Standards Manual from time to time in its reasonable business judgment to preserve the integrity, uniformity, competitiveness, and technological advancement of the System. Franchisee agrees to comply with all such amendments within the time period specified by Franchisor and to promptly adapt its operations, methods, procedures, equipment, technology, and practices as necessary to conform to the updated Brand Standards. In the event of a conflict between this Agreement and the Brand Standards Manual, the terms of this Agreement shall control.

~~This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. The Operations Manual may be amended at any time by Franchisor, however, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof.~~

K. Entire Agreement

This Agreement, ~~inclusive of~~ together with all exhibits, schedules, addenda, guaranties, and documents expressly incorporated hereto ~~in by reference~~, constitutes the entire, full, and complete agreement and understanding between the parties with respect to the subject matter hereof and supersedes ~~any and all prior and contemporaneous agreements, no other representations, promises, warranties or agreements have induced Franchisee to execute this Agreement with Franchisor. Both parties acknowledge and agree that there are no oral or written~~ negotiations, discussions, understandings, representations, promises, assurances, warranties, covenants, "side side deals", rights of first refusal, options, or understandings other than those expressly contained in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, "side deals", rights of first refusal, options or understandings having induced Franchisee to execute this Agreement. The Parties agree that, in entering into this Agreement, they are each relying on their own judgment, belief and knowledge as to any claims and further acknowledge that no promise, inducement or agreement or any representations and warranties not expressed herein have been made to procure their agreement hereto commitments, or undertakings of any kind, whether oral or written. The parties ~~further~~ acknowledge that they have read this Agreement in its entirety, fully understand its terms, and fully voluntarily agreed ~~to the terms of this Agreement~~ be bound by its provisions. Except for ~~those~~ modifications expressly permitted to be made unilaterally by Franchisor ~~hereunder~~ this Agreement (including modifications to the Brand

Standards Manual), no amendment, ~~change~~modification, ~~waiver~~, or variance ~~from~~of this Agreement shall be ~~binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.~~ ~~Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations Franchisor made in the FDD Franchisor furnished to Franchisee before entering into this Agreement. Except for those acts permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.~~ valid or binding unless set forth in a written instrument signed by duly authorized representatives of both parties. No oral statements, course of dealing, custom, or practice shall be deemed to amend or modify this Agreement.

L. Force Majeure

Except for monetary obligations and except as otherwise expressly provided in this Agreement, neither party shall be liable for delay or failure in the performance of any non-monetary obligation to the extent such delay or failure results from events beyond the reasonable control of the affected party and not caused by its fault or negligence, including, without limitation, acts of God, natural disasters, pandemics, public health emergencies, governmental orders or restrictions, labor disputes, supply chain disruptions, utility failures, civil unrest, war, terrorism, cyber-attacks, or similar events (each, a "Force Majeure Event"). The affected party shall provide prompt written notice and use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. Performance shall be excused only for the period of actual delay caused by the Force Majeure Event and in no event longer than ninety (90) days unless otherwise agreed in writing. Nothing in this Section relieves Franchisee of any obligation to pay royalties, advertising contributions, fees, or other monetary amounts when due.

~~Except for monetary obligations hereunder, or as otherwise specifically provided in this Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement not the fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in Section I of this Agreement.~~

M. Venue

In the event the arbitration ~~clause~~provision set forth in Section XXV.C. is determined to be inapplicable, invalid, or unenforceable, for any reason, and subject always to Franchisor's right to ~~obtain~~seek injunctive or other equitable relief in any court of competent jurisdiction, the ~~following provision shall govern:~~ The parties hereby expressly agree that the United States District Court for Southern District of Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the applicable District Court where Franchisor's corporate headquarters is then located), or if such court lacks subject matter jurisdiction, the State Court in Broward County, Florida (or, if Franchisor's corporate headquarters is no longer in Broward County, Florida, the county where Franchisor's corporate headquarters is then located), shall be the exclusive venue and exclusive proper forum in which to for the adjudication of any ~~ease~~claim, dispute, action, or controversy arising out of or related ~~ing to,~~ either directly or indirectly, to this Agreement, any ancillary agreements, or the business relationship between the parties. ~~The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts shall be:~~ (i) the United States District Court for the Southern District of Florida; or (ii) if federal subject matter jurisdiction does not exist, the state courts located in Palm Beach County, Florida; provided, however, that if Franchisor's principal corporate headquarters is relocated from Palm Beach County, Florida, venue shall lie exclusively in the federal or state courts located in the county and state where Franchisor's principal corporate headquarters is then located. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue, lack of personal jurisdiction, forum non conveniens, or any similar doctrine. Franchisee expressly agrees that this forum selection provision is reasonable, was freely negotiated, and is a material inducement to Franchisor entering into this Agreement. Franchisee acknowledges and agrees that this Agreement ~~has been entered into~~is deemed executed in the State of Florida and that Franchisee ~~is to~~will receive valuable ~~and continuing, ongoing~~ services emanating from Franchisor's headquarters. ~~Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. Franchisee acknowledges and agrees that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the System.~~ Nothing ~~contained~~ in this AgreementSection shall prevent Franchisor from applying to seeking, and ~~obtaining from~~ any

court ~~having~~of competent jurisdiction ~~a~~from granting, temporary restraining orders, preliminary injunctions, permanent injunctions, writs of attachment, ~~a temporary injunction, preliminary injunction, and/or other emergency relief available to safeguard and~~orders of replevin, or any other provisional, emergency, or equitable relief necessary to protect Franchisor's interests, the Marks, the System, Customer Data, Confidential Information, or any other proprietary rights, whether before, during, or after the pendency of any arbitration or litigation proceeding.

N. Limitations of Legal Claims; Waiver of Damages; Waiver of Jury Trial

If Franchisee ~~wishes~~desires to assert a claim ~~against,~~demand, or cause of action arising out of or relating to any alleged failure by Franchisor arising out of or related to any of Franchisor's pre-opening obligations (a "Pre-Opening Claim"), Franchisee must: ~~(i) provide~~strictly comply with the following conditions precedent: (i) Franchisee must deliver to Franchisor ~~with~~a written, detailed notice ~~of~~describing the specific alleged breach and supporting facts (the "Pre-Opening Breach Notification") no later than ten (10) calendar days following the earlier to occur of (a) the date on which Franchisee opens the Tint World® Center, or (b) the contractual deadline by which Franchisee ~~mustis required to~~open the Tint World® Center under this Agreement (the "Notification Deadline"); and (ii) Franchisee must formally initiate and commence the dispute resolution ~~process~~procedures set forth in Article XXV.C no later than ten (10) calendar days following the Notification Deadline. ~~If Franchisee fails to provide the Pre-Opening Breach Notification on or before the Notification Deadline, or if Franchisee fails to commence the dispute resolution process within 10 calendar days following the Notification Deadline~~Time is of the essence with respect to these requirements. Failure to strictly comply with either requirement shall constitute an absolute and irrevocable waiver of the Pre-Opening Claim. In such event, Franchisor shall be conclusively deemed to have satisfactorily completed fully performed and satisfied all of its pre-opening obligations under this Agreement, and Franchisee shall be forever permanently barred from bringing asserting any Pre-Opening Claim against Franchisor or any of its owners, ~~officers, employees or,~~affiliates, or agents.

Franchisee agrees that no claim, demand, or cause of action arising out of or ~~under~~relating to this Agreement, the franchise relationship, or the operation of the Tint World® Center may be maintained by Franchisee ~~against Franchisor unless brought before the expiration of~~unless commenced within one (1) year after the earlier of: (i) the date of the act, transaction, omission, or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this giving rise to the claim; or (ii) the date Franchisee knew or reasonably should have known of facts giving rise to such claim. Any claim not commenced within these contractual limitations period shall be forever barred and may not be asserted as a claim, counterclaim, defense, offset, or set-off. Except as expressly provided in this Agreement or as required under any non-waivable provision of applicable franchise disclosure laws, Franchisee ~~hereby~~waives the right to obtain seek rescission of this Agreement or any remedy based on upon alleged fraud, misrepresentation, or deceit ~~by Franchisor, including, without limitation, rescission of this Agreement, in any, whether in mediation, judicial arbitration, litigation, or any other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.~~ Franchisee acknowledges that the limitations set forth herein are reasonable in light of the nature of the franchise relationship and are a material inducement to Franchisor entering into this Agreement.

Franchisee hereby irrevocably waives, to the fullest extent permitted by law, any right to recover, and agrees not to seek or claim for, any punitive, exemplary, incidental, indirect, special, ~~or consequential, multiple, or enhanced~~ damages ~~(including, without limitation, lost profits) of any kind~~ against Franchisor ~~arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.~~ or its Affiliates, including, without limitation, lost profits, loss of business opportunity, loss of goodwill, loss of anticipated savings, loss of data, business interruption damages, or any other economic or expectancy damages, arising out of or relating to this Agreement, the franchise relationship, or the operation of the Tint World® Center, regardless of whether such claim is based in contract, tort (including negligence or strict liability), statute, equity, or any other legal theory. In any dispute between the parties,

Franchisee's sole and exclusive monetary remedy against Franchisor shall be limited to Franchisee's proven actual, direct damages. Franchisee acknowledges and agrees that this limitation of damages is reasonable, was specifically negotiated, and constitutes a material inducement for Franchisor to enter into this Agreement.

If any other provision of this Agreement is held to be invalid, unenforceable, or unconscionable for any reason, this Limitation of Damages provision shall nevertheless remain in full force and effect to the maximum extent permitted by law. If any portion of this Section is determined to be unenforceable under applicable law, it shall be modified and enforced to the fullest extent permissible rather than voided in its entirety. Nothing herein shall limit or restrict damages or remedies to the extent such limitation is expressly prohibited by applicable franchise statutes that cannot be waived as a matter of law.

No Class or Collective Actions. Franchisee expressly agrees that any arbitration, or, if applicable, litigation between (i) Franchisee and/or any Franchisee Related Party, on the one hand, and (ii) Franchisor and/or any Franchisor Related Party, on the other hand, ~~will~~shall be conducted solely on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational, or collective basis.

WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE ~~THE RIGHT~~ ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION (TO THE EXTENT APPLICABLE), ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO: (I) THIS AGREEMENT; (II) THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS AGREEMENT, ~~THE~~; (III) ANY EVENTS OR TRANSACTIONS LEADING UP TO THE SIGNING/EXECUTION OF THIS AGREEMENT; OR (IV) THE FRANCHISE OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, BETWEEN THE PARTIES. THIS WAIVER APPLIES REGARDLESS OF WHETHER BROUGHT SUCH CLAIM IS ASSERTED IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES ARE JOINED IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section XXV.C. is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power. THIS JURY TRIAL WAIVER SHALL REMAIN EFFECTIVE EVEN IF THE ARBITRATION PROVISION SET FORTH IN SECTION XXV.C. IS FOUND TO BE INVALID OR UNENFORCEABLE. EACH PARTY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS WAIVER, THAT THIS WAIVER IS KNOWING, VOLUNTARY, AND INTENTIONAL, AND THAT IT IS A MATERIAL INDUCEMENT FOR ENTERING INTO THIS AGREEMENT.

O. Modification

This agreement may not be amended modified, supplemented, or waived except: (a) as ~~noted below~~expressly provided elsewhere in this Agreement; (b) by written agreement signed by both parties; and (c) as otherwise provided herein with respect to ~~the Operations Manual~~modifications to the Brand Standards Manual or Brand Standards, which Franchisor may revise from time to time in accordance with this Agreement.

XXVI. APPROVALS AND WAIVERS

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall ~~makesubmit~~ submit a timely written request to Franchisor ~~therefore, and such approval or consent shall be obtained in writing,~~ describing in reasonable detail the matter for which approval is sought. Any approval, consent, or waiver by

Franchisor shall be effective only if expressly granted in writing by an authorized representative of Franchisor. Silence, delay, or failure to respond shall not constitute approval.

Franchisor makes no representations, warranties, or guarantees upon which Franchisee may rely, ~~and by reason of granting or withholding any approval, consent, waiver, recommendation, or suggestion. Franchisor assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee or in connection with any consent, or by reason of any neglect, delay, or denial of any request, therefore.~~ arising from the granting, denial, delay, conditioning, or revocation of any approval or consent, except as expressly set forth in this Agreement.

No failure ~~of, delay, or forbearance by~~ Franchisor ~~to~~ in exercising any right, power ~~reserved to it by, or remedy under this Agreement, nor to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom~~ any custom, course of dealing, or practice of the parties at variance inconsistent with the terms hereof, shall constitute a waiver of Franchisor's right to demand ~~exact~~ strict compliance with this Agreement. ~~a~~ Any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same, nor shall such constitute a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXVII. AUTHORITY

If Franchisee is a corporation, limited liability company, or partnership, or other legal entity, the individuals executing this Agreement on behalf Franchisee hereby represent, warrant, and covenant to Franchisor, both individually and in their capacities as officers, directors, managers, members, shareholders, or partners (as applicable), that: (i) all persons or entities holding any direct or indirect ownership or beneficial interest in Franchisee have received, read, and approved this Agreement; (ii) each such owner understands and agrees to be bound by all provisions of this Agreement applicable to owners, including, without limitation, the transfer restrictions set forth in Section XXII and any applicable non-competition, confidentiality, guaranty, and post-termination obligations; and (iii) the execution and performance of this Agreement by Franchisee have been duly authorized in accordance with Franchisee's governing documents.

~~Franchisee or, if Franchisee is a corporation or partnership, the individuals executing this Agreement on behalf of such corporation or partnership, warrant to Franchisor, both individually and in their capacities as partners or officers, that all the partners in the partnership or all of the shareholders of the corporation, as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in the partnership or corporation, as set forth in Section XXII. herein.~~

XXVIII. NOTICES

~~Any notice by certified, registered, express mail, or overnight delivery service, shall be deemed to have been given at the earlier of the date and time of receipt or refusal of receipt.~~

~~Any and a~~ All notices, requests ~~and, demands,~~ reports ~~permitted or,~~ approvals, consents, and other communications required ~~to be delivered or permitted~~ under this Agreement ("Notices") shall be in writing and shall be in writing and shall be deemed properly given only if delivered: ~~(a) at the time as follows:~~ (a) Personal Delivery: Upon actual ~~delivered~~ by hand to the recipient party (or to an officer, director, manager, member, or partner of the recipient party); (b) ~~on the same day the transmission by facsimile, telegraph or other reasonably reliable electronic communication system;~~ (c) Overnight Courier: 1 business day after being placed in the hands of a ~~deposited with a nationally recognized commercial courier~~ courier service for guaranteed overnight delivery; ~~or (d) five business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed,~~ charges prepaid; or (c) Electronic Transmission: On the same business day transmitted by confirmed email or other reliable electronic transmission.

~~to the party to be notified as its most current principle place of business address of which the notifying party has been notified in writing~~ Any Notice sent by Overnight Courier shall be deemed given at the earlier of actual

receipt or refusal of delivery. All Notices shall be sent to the parties at their respective principal business addresses set forth below, or to such other address as a party may designate by written Notice in accordance with this Section. All payments and reports required by reports under this Agreement must shall be sent delivered to Franchisor at the address identified specified in this Agreement unless and until a different (or such other address has been Franchisor may designated by written a Notice).

The respective parties ~~are at the following~~ addresses for purposes of notice under this Agreement shall be as set forth below, unless and until a different address ~~has been is~~ designated by a party by written notice to the other party in accordance with this Agreement:

NOTICES TO ~~TINT WORLD®~~ FRANCHISOR:

TINT WORLD, LLC
Attention: Franchise Department
1000 Clint Moore Road, Suite 110,
Boca Raton, Florida 33487
~~Telephone:-~~
~~561.353.1050~~ Charles.Bonfiglio@tintworld.com

WITH COPY TO:

~~**THE INTERNICOLA LAW FIRM P.C.**~~
~~**HAYNES AND BOONE, LLP**~~
Attention: ~~Charles N. Internicola, Esq.~~ Robert A. Lauer
98 San Jacinto Boulevard, Suite 1500
Austin, TX 78701
~~115 Maple Avenue~~
~~Red Bank, NJ 07701~~
~~Telephone:-~~
~~718.979.8688~~ Rob.Lauer@haynesboone.com

NOTICES TO FRANCHISEE(S):

- NAME OF FRANCHISEE	- ADDRESS OF FRANCHISEE
- PHONE NUMBER OF FRANCHISEE	- CITY, STATE, ZIP CODE OF FRANCHISEE
- NAME OF FRANCHISEE	- ADDRESS OF FRANCHISEE
- PHONE NUMBER OF FRANCHISEE	- CITY, STATE, ZIP CODE OF FRANCHISEE
- NAME OF FRANCHISEE	- ADDRESS OF FRANCHISEE
- PHONE NUMBER OF FRANCHISEE	- CITY, STATE, ZIP CODE OF FRANCHISEE
- NAME OF FRANCHISEE	- ADDRESS OF FRANCHISEE
- PHONE NUMBER OF FRANCHISEE	- CITY, STATE, ZIP CODE OF FRANCHISEE

XXIX. OWNERS PERSONAL GUARANTY AND DISCLOSURE OF OWNERSHIP INTERESTS

A. Owners’ Personal Guaranty

The undersigned (each, a “Guarantor”), being an Owner (directly or indirectly) of Franchisee as of the date hereof, hereby personally, absolutely, irrevocably, and unconditionally guarantees to Franchisor and its successors and assigns the full and punctual payment and performance of each and every obligation of Franchisee under the Franchise Agreement, as the same may be amended from time to time (the “Agreement”), including without limitation: (1) The prompt payment of all royalties, fees, advertising contributions, liquidated damages, indemnification obligations, interest, costs, attorneys’ fees, and any other monetary obligations owed under the Agreement; (2) The full and faithful performance of all covenants, duties, and obligations of Franchisee, including post-termination obligations; and (3) The truthfulness and accuracy of all representations and warranties made by Franchisee in or in connection with the Agreement.

~~The undersigned, each of whom is an Owner of an interest in Franchisee as of the date of this document, hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Franchise Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Franchise Agreement is true, correct and complete in all respects at and as of the time given; (2) agrees to personally and individually be bound by, and personally liable for the performance of, each and every term, provision, condition, requirement, covenant, and obligation set forth in this Franchise Agreement; and (3)~~

~~agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement.~~

Each of the undersigned Guarantors hereby knowingly and expressly waives: (a) acceptance of this Guaranty and notice of acceptance by Franchisor ~~of the foregoing undertakings~~; (b) ~~notice of presentment~~, demand for payment ~~or~~ performance, notice of demand, notice of nonpayment, notice of nonperformance, notice of dishonor, protest, notice of protest, notice of default, and all other notices whatsoever with respect to any indebtedness or ~~nonperformance of any obligations~~ hereby guaranteed; (c) ~~protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby~~ any requirement that Franchisor exhaust, marshal, or pursue any remedy against Franchisee or any other person or entity, or proceed first against Franchisee or any collateral, as a condition to enforcing this Guaranty; (d) any right ~~he may have~~ to require that an action be brought against Franchisee or any other person ~~as a condition of liability before enforcing this Guaranty~~; and (e) any and all ~~other notices and~~ legal or equitable defenses ~~to which he may be entitled relating to the validity or enforceability of this guaranty,~~ setoffs, or counterclaims that may be available to Guarantor by reason of any disability, defense, or limitation of liability of Franchisee, or by reason of the cessation, modification, impairment, or release of Franchisee's obligations, except defenses arising from Franchisor's gross negligence or willful misconduct. Each Guarantor further acknowledges that this is a guaranty of payment and performance and not of collection, and that Franchisor may proceed directly against any Guarantor without first proceeding against Franchisee or any other person.

Each of the undersigned ~~consents~~ Guarantors expressly acknowledges and agrees that: (i) his/ or her ~~direct and immediate~~ liability under this Guaranty shall be direct, primary, immediate, and joint and several; ~~(ii) with Franchisee and with each other Guarantor;~~ (ii) upon written demand by Franchisor, he/ or she shall promptly render any payment or performance any obligation required under the Agreement ~~upon demand~~ if Franchisee fails or refuses ~~punctually~~ to do so when due, without requiring Franchisor to first proceed against Franchisee or any other person or collateral; (iii) such liability is absolute and unconditional and shall not be contingent upon, or conditioned upon ~~pursuant by~~ Franchisor's pursuit, exhaustion, or enforcement of any rights or remedies against Franchisee or any other person; ~~and~~ (iv) such liability shall not be diminished, ~~relieved~~ impaired, discharged, or otherwise affected by any extension of time, ~~credit or other indulgence which~~ renewal, modification, amendment, compromise, settlement, release, waiver, restructuring, indulgence, or other accommodation that Franchisor may ~~from time to time~~ grant to Franchisee or ~~to~~ any other person, including, ~~without limitation,~~ the acceptance of ~~any~~ partial payments or partial performance; and (v) this Guaranty is a continuing, irrevocable guaranty of payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during and shall remain in full force and effect throughout the term of the Agreement and thereafter and shall continue until any and all indebtedness's and obligations thereunder are satisfied in full until all obligations, liabilities, and indebtedness of Franchisee arising under or relating to the Agreement, including post-termination obligations, have been fully and finally satisfied in writing by Franchisor. No action or inaction by Franchisor shall operate to modify, impair, or release the obligations of any Guarantor under this Guaranty except by an express written release signed by Franchisor.

B. Disclosure of Ownership Interests

Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchise, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in the Franchisee. Franchisee, and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial Owner of his/her ownership interest in Franchisee, free and clear of all liens, restrictions agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

IN WITNESS WHEREOF, ~~each of the undersigned has affixed his or her signature~~ the parties hereto have duly executed, sealed, and delivered this Agreement effective on the same day and year as the Agreement was executed.

(The rest of the page is intentionally blank)

PERCENTAGE OF OWNERSHIP INTERESTS:

_____/_____
Position(s) Held Percentage of Ownership

_____/_____
Position(s) Held Percentage of Ownership

_____/_____
Position(s) Held Percentage of Ownership

_____/_____
Position(s) Held Percentage of Ownership

OWNERS AND GUARANTORS:

Individual Signature

Print Individual Name

Individual Signature

Print Individual Name

Individual Signature

Print Individual Name

Individual Signature

Print Individual Name

[\[Continued and executed on following page\]](#)

THIS ~~CONTRACT~~AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT ALSO CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION~~-ARIBTRATION AND/OR, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR MASS ARIBTRATION OR LAWSUIT~~S, (C) FRANCHISEE'S RIGHT TO OBTAIN PUNITIVE, EXEMPLARY, MULTIPLE, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES, AND (D) FRANCHISEE'S RIGHT TO ~~BRING~~COMMENCE ANY CLAIM OR ACTION ~~LATER~~MORE THAN ONE (1) YEAR AFTER THE EARLER ~~TO OCCUR~~ OF THE ~~DISCOVERY~~DATE OF THE ACT OR OMISSION GIVING RISE TO THE CLAIM, OR THE DATE FRANCHISEE KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO ~~SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.~~THE CLAIM. BY EXECUTING THIS AGREEMENT, FRANCHISEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THESE PROVISIONS AND AGREES TO BE LEGALLY BOUND BY THEM.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on this Effective Date: _____.

FRANCHISEE:

TINT WORLD, LLC

a Florida limited liability company

Name of Franchisee's Entity
a _____
Corporation, Limited Liability Company, or Partnership

By: _____
Charles J. Bonfiglio, ~~President~~CEO

Date: _____

By: _____

Print Name and Operating Partner Title

INDIVIDUAL(S):

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

SCHEDULE A-1 – Authorization Agreement For Direct Withdrawals (EFT / ACH)

TINT WORLD® FRANCHISE AGREEMENT WITH

Print Franchisee Owners Name(s) _____

I (we) hereby authorize **Tint World, LLC**, its successors and assigns, hereinafter called COMPANY, to initiate debit entries and pay such bank fees and do such things to facilitate electronic funds transfer or automatic withdrawal and to initiate, if necessary, credit entries and adjustments for any credit entries in error to my (our) Checking account at the depository financial institution, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) agree to reimburse the COMPANY for all costs or expenses it may incur if we do not have sufficient funds in the account on the date of the scheduled debit or on any future attempted debit of that amount. I (we) understand that our failure to have such necessary funds in the account on the schedule due date is evidence of non-payment, and that the COMPANY may proceed to take any action it deems necessary to collect a debt due to our failure to pay or to have such sufficient funds on account for payment of the debt and service fees.

DEPOSITORY NAME: _____

CITY: _____ STATE: _____

ROUTING NO.: _____ ACCOUNT NO.: _____

***Attach a voided check for verification**

I understand that this is a continuing authorization for the COMPANY to initiate debit transactions to my account listed above upon my written or verbal authorization. This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. The Depositor agrees with respect to any action taken pursuant to the above authorization: 1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection therewith. 2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently. 3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Franchisee Company Name: _____

AUTHORIZED SIGNER(S):

Signer 1 Or _____
Signer 2

Print Name

Print Name

E-Mail Address

Fax Number

Date:

Date:

Please return to Tint World, LLC Franchise Headquarters.

SCHEDULE A-2 – Authorization Agreement For Credit Card Payments

TINT WORLD® FRANCHISE AGREEMENT WITH

____ Print Franchise Owners Name(s)

I (we) hereby authorize **Tint World, LLC**, its successors and assigns, hereinafter called COMPANY, to initiate credit card billing entries and pay such bank fees and do such things to facilitate credit card transfer or automatic billing and to initiate, if necessary, credit entries and adjustments for any credit entries in error to my (our) credit card account, and to credit the same to such account. I (we) agree to reimburse the COMPANY for all costs or expenses it may incur if we do not have sufficient funds available on the date of the scheduled billing debit or on any future attempted debit of that amount. I (we) understand that our failure to have such necessary funds in the account on the schedule due date is evidence of non-payment, and that the COMPANY may proceed to take any action it deems necessary to collect a debt due to our failure to pay or to have such sufficient funds on account for payment of the debt and service fees.

CREDIT CARD TYPE: MASTERCARD: ☐ VISA: ☐ A/E: ☐ DISCOVER: ☐ DEBIT: ☐ OTHER:

CREDIT CARD NAME:

CREDIT

CARD

NUMBER:

CITY:

STATE:

HOME PHONE—#:

BUSINESS PHONE—#:

EXPIRATION DATE: CVV (3/4-digit code on back of cc):

****Attach a front and back copy of the credit card for verification**

I understand that this is a continuing authorization for the COMPANY to initiate debit transactions to my account listed above upon my written or verbal authorization. This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) send written notification to COMPANY of any changes in the credit card account information specified above at least twenty (20) days prior to the date on which you wish the changes to take effect to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Franchisee Company Name:

AUTHORIZED SIGNER(S):

_____	Or	_____
Signer 1		Signer 2
_____		_____
Print Name		Print Name
_____		_____
E-Mail Address		Fax Number
_____		_____
Date: _____		Date: _____

Please return to Tint World, LLC Franchise Headquarters.

SCHEDULE B – Software License Agreement

SOFTWARE LICENSE AGREEMENT (“Agreement”) between Tint World, LLC (“Franchisor and/or Designee”) and Franchise Agreement Store No. _____ (“Franchisee”), which has been assigned by Tint World, LLC;

RECITALS

A. Franchisor is the owner of and/or licensor and/or has designated a supplier for certain computer and website software programs and related documentation to operate the System.

B. Franchisor desires to grant Franchisee, and Franchisee desires to obtain a nonexclusive license to use such software and related documentation solely on the terms and conditions set forth herein and such other 3rd party nonexclusive license agreements terms and conditions Franchisee agrees to execute.

In consideration of the foregoing and of the mutual covenants contained herein, the parties agree as follows:

1. Grant of License

Subject to the terms and condition of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee hereby accepts from Franchisor, a nonexclusive, nontransferable and non-assignable license to use in object code form only the computer program(s) known as Tint World® Software; POS, PRO-CUT, CRM, FranConnect, [QuickBooks Online](#) (“QBO”) Accounting, Microsoft Office 365 with Email Exchange; Zoom Phone, ~~Transitive~~[Contact Center Services](#), [Data Warehousing](#), and X-Cart Ecommerce (the “Licensed Software”), and the related documentation set forth in Exhibit A hereto (the “Documentation”) on the Designated Equipment at the Designated Site (as those terms are defined below) solely for the Franchisee’s own internal computing requirements; provided, however, that this Agreement does not grant Franchisee any title or right of ownership in the Licensed Software or Documentation.

2. Term

This Agreement shall become effective on the Franchise Effective Date, and shall continue in effect until the Franchise Agreement Expiration Date, unless sooner otherwise terminated as provided in the Franchise Agreement or herein. Upon termination of this Agreement, the license granted by Franchisor to Franchisee hereunder shall terminate. Franchisee shall cease using the Licensed Software immediately upon the termination of this Agreement. In addition, the Franchisee shall promptly deliver the Licensed Software and the Documentation and all copies of the same, including without limitation partial copies, to the Franchisor. Alternatively, Franchisee shall certify in writing to Franchisor that all such material has been destroyed.

3. License Fee

3.1 *Fee and Payment Terms.* In consideration of the license granted hereby, Franchisee shall pay Franchisor (or its designee as designated by Franchisor) ~~the Tint World® POS software license fee of \$249 per month; TINT-PRO Mobile Software license fee of \$299 per month; and the~~ Technology Fee of \$~~700~~1,000 per month, which covers the Tint World® PRO-CUT Software, FranConnect HUB, QuickBooks Online (“QBO”) Accounting, Microsoft Office 365 with two Email Exchange Accounts; Zoom Phone Platform, Contact Center Services, and Data Warehousing; and the Tint World® POS Center Software license fee of \$249 per month; TINT-PRO Mobile Software license fee of \$299 per month, and other software Franchisor may determine and require, which may be included in the Technology Fee or paid from the NAF. The Auto Parts Network® Product Catalog, Ecommerce, and Kiosk Platform is \$100 per month, and may be paid by Franchisee or from the NAF along with other software that may be required from time to time as provided in the ~~Operations~~Brand Standards Manual. These fees are subject to increases with sixty (60) days’ notice, and shall not exceed \$1,500 per month plus Franchisor’s actual costs and expenses.

3.2 *Adjustments.* After the opening of Franchisee’s Tint World® Center, Franchisor (or its designee) may reasonably adjust the fees outlined in 3.1 above, after sixty (60) days prior notice.

3.3 *Franchisor to Invoice Franchisee.* Unless payment of the license is due and payable upon execution of this Agreement as set forth in Section 3.1 above, Franchisor (or its designee) shall not be required to submit invoices to Franchisee for payments due hereunder.

4. Equipment and Site

4.1 *Designated Equipment and Sites.* The serial number(s) of the computer(s) on which the Licensed Software is or shall be installed (the “Designated Equipment”) and the site(s) of those computers (the “Designated Site(s)”), are set forth in Schedule C hereto.

4.2 *No other Equipment or Sites.* Franchisee shall use the Licensed Software only on the Designated Equipment at the Designated Sites without Franchisor’s prior written consent to the Licensed Software use elsewhere.

5. Installation

5.1 *Installation.* “Installation” means the loading of the Licensed Software into the Designated Equipment at the Designated Sites. Installation is deemed to be completed when, in the sole opinion of Franchisor, acceptance testing pursuant to Section 6 hereof can commence.

5.2 *Installation Date.* If the Licensed Software is not already installed on the date hereof (as it may be if there has been an earlier evaluation installation), Franchisor shall install it on the Designated Equipment on or before Franchisee’s Franchise Agreement Opening Date (the “Installation Date”).

5.3 *Franchisee to Prepare Hardware.* Franchisee shall have sole responsibility for the acquisition, installation and operability of the hardware conforming to the specifications set forth in the Exhibit A hereto under “Hardware Specifications” (“the Hardware”) prior to the scheduled Installation of the Licensed Software. If Installation of the Licensed Software is delayed because the required Hardware is not ready or not available in the Installation date, Franchisor, on the installation date in Section 5.2 above, shall be entitled to receive payment from Franchisee of the fifty percent (50%) of the License Fee which under Section 3.2 would have otherwise been due immediately following Installation.

6. Acceptance Testing

Franchisee shall have thirty (30) days from the Installation of the Licensed Software to test whether the Licensed Software materially conforms to the operational, functional and performance specifications set forth in Exhibit B hereto under “Licensed Software Specifications” (the “Specifications”). Failure of the Franchisee to notify the Franchisor in writing within the above acceptance testing period that the Licensed Software fails to materially conform to the

Specifications and that Franchisee is rejecting the Licensed Software shall be deemed to constitute “Acceptance” of the Licensed Software.

7. Documentation

Franchisor shall deliver the Documentation pertaining to the Licensed Software to Franchisee on or prior to the Installation Date.

8. Intellectual Property Rights and Restricted Use

8.1 *Franchisor Warranties.* Franchisor warrants that it is the owner or Head Licensee of the Licensed Software and Documentation granted thereby. Franchisee acknowledges that all copies, whether partial or complete, of the Licensed Software and Documentation, as well as proprietary rights in and appurtenant to the Licensed Software and Documentation, including without limitations to copyright, patent and trade secrets rights, are and shall remain the sole property of Franchisor. Franchisee shall have only the limited use rights specifically granted by this Agreement and the License granted hereunder.

8.2 *No Decomplication of Modification.* Franchisee shall make only archival copies and emergency back-up copies of the Licensed Software program and the Documentation. All such copies shall be the property of Franchisor, subject to the terms of this Agreement. A complete list of such copies and their exact locations shall be provided to the Franchisor by Franchisee upon request.

(a) *Trade Secret Notice.* Franchisee shall place the following notice on all tangible media conforming copies of the Licensed Software copies:

“This software is a trade secret of Tint World®. Possession and use of this software must conform strictly to the license agreement between Franchisee and Tint World, LLC, and possession does not convey any right to disclose, reproduce, or permit others to use the software without specific authorization of Tint World, LLC.

(b) *Copyright Notice.* Franchisee shall place the following notice on all program copies and on all copies of the Documentation: “Copyright © 2025⁵⁶ by Tint World, LLC All Rights Reserved”

8.4 *Confidentiality.* Franchisee shall not disclose or make available, directly, or indirectly, all or any portion of the Licensed Software or the Documentation to any person other than a permanent employee or consultant of Franchisee who is involved in the use of the Licensed Software and who has signed a written agreement to maintain the confidentiality of that information. Franchisee shall take reasonable measures to ensure that its employees keep the Licensed Software and the Documentation confidential.

9. Termination

9.1 *Termination.* Franchisor at its option may terminate or suspend this Agreement and the license granted hereunder if any of the following events shall have occurred and be continuing:

(a) *Bankruptcy, etc. of Franchisee.* Franchisee shall become bankrupt or shall assign its business for the benefit of creditors or if any receiver, trustee, or similar officer shall be appointed to take charge of Franchisee’s business or properties.

(b) *Failure to Comply.* Franchisee shall fail to comply with any obligation required under this Agreement, or the Tint World® Center Franchise Agreement of even date.

(c) *Termination of Franchise Agreement.* Franchisee’s Franchise Agreement for the operation of a Tint World® franchise operation shall be terminated or expired.

10. Software Support and New Releases

10.1 *Software Support.* After expiration of the warranty period set forth in Section 11 hereof, Franchisor shall provide software support to Franchisee pursuant to its “Software Maintenance and Support Agreement” and at Franchisor’s rates in effect upon the expiration of such period.

10.2 *Updates.* During the term of this Agreement, Franchisor shall provide Franchisee with Updates to the Licensed Software at no cost to Franchisee. “Updates” means minor enhancements, improvements, extensions, or other minor modifications to the Licensed Software that Franchisor has decided to make available without charge to its customers.

10.3 *New Releases.* During the term of this Agreement, Franchisor shall make available to Franchisor through additional license agreement all new Releases of the Licensed Software. “Releases” means enhancements or modifications to the Licensed Software or new modules or supplementary modules that function in conjunction with the Licensed Software, that represent the next generation of Licensed Software, and which Franchisor has decided to make available to its customers only for an additional charge. Franchisor shall make such new releases available to Franchisee at the same time it makes them available to its other customers and on the terms set forth in the additional license agreement.

11. Warranties

11.1 *Conformance to Specifications.* Franchisor warrants for the sole benefit of Franchisee that if properly installed and used by Franchisee, the Licensed Software shall materially conform to the Specifications for a period of six months from the effective date of this Agreement. Upon discovery of any nonconformance, Franchisee shall promptly notify Franchisor in writing of such nonconformance. Franchisor shall correct any nonconformance it has been properly notified of within reasonable time. Franchisor may attempt to correct software errors through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods.

11.2 *Warranty Exclusions.* Notwithstanding the warranty provision above, Franchisor shall have no warranty obligations if Franchisee has used or is using the Licensed Software in a manner that does not conform to the Franchisor’s written instruction or the provisions of the Documentation, if Franchisee has moved the Licensed Software from the Designated Equipment or the Designated Site, if Franchisee or any third party has modified, or attempted to modify, the Licensed Software, if the Licensed Software has been subjected to an extreme power surge or electromagnetic field, whether or not through the fault of Franchisee, or if Franchisee has refused to implement software changes recommended by Franchisor.

11.3 *Limitation on Warranty.* Warranty obligations for the Licensed Software are limited in all cases to software errors. Errors caused by hardware malfunctions or failures are excluded.

11.4 *NO FURTHER WARRANTIES.* EXCEPT AS EXPRESSLY WARRANTED, FRANCHISOR DOES NOT WARRANT THAT THE SOFTWARE SHALL OPERATE WITH ANY HARDWARE AND SOFTWARE OTHER THAN AS SPECIFIED IN EXHIBIT A, THAT THE SOFTWARE SHALL SATISFY CUSTOMER’S OWN SPECIFIC REQUIREMENTS OR THAT COPIES OF THE SOFTWARE OTHER THAN THOSE PROVIDED OR AUTHORIZED BY FRANCHISOR SHALL POSSESS FUNCTIONAL INTEGRITY. FRANCHISOR MAKES NO WARRANTIES WITH RESPECT TO THE FITNESS AND OPERABILITY OF MODIFICATIONS NOT MADE BY FRANCHISOR. IN NO EVENT SHALL FRANCHISOR OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL OR OTHER SPECIAL, INCIDENTAL, INDIRECT AND CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS OR EXHIBITS HERETO, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY LICENSED SOFTWARE OR OTHER MATERIALS DELIVERED TO FRANCHISEE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY, EVEN IF FRANCHISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.5 *Maximum Liability.* Notwithstanding anything above to the contrary, the maximum aggregate amount of money damages for which Franchisor may be liable to Franchisee under this Software License Agreement, resulting from any cause whatsoever, shall be limited to the amounts actually paid by Franchisee to Franchisor under this Agreement.

12. Patent, Trade Secret and Copyright Indemnification

12.1 *Defense of Suits.* Franchisor shall, at its own expense, defend or at its option settle any claim, suit or proceeding brought against the Franchisee on the issue of infringement of any United States patent, trade name, trademark, service mark, trade secret, copyright, or other proprietary rights, of any third party, by Franchisee's use of any of the Licensed Software pursuant to the terms of this Agreement. Franchisor shall indemnify Franchisee against any cost, expense or damages finally awarded against Franchisee in such action, provided that Franchisee promptly notifies Franchisor in writing of the action and provided, further, that Franchisee permits Franchisor to defend or settle the action and cooperates and provides all available information, assistance, and authority to enable Franchisor to do so. Franchisor shall not be liable for any costs, expenses, damages, or fees incurred by Franchisee in defending such action or claim unless authorized in writing by Franchisor.

12.2 *Right to Replace Licensed Software.* If Franchisee's use of the Licensed Software is enjoined, Franchisor has the right to replace the software or part of it with similar software enabling Franchisee to continue to function.

13. Miscellaneous

13.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Florida applicable to contracts between residents of the State of Florida and entered into and performed entirely within the State of Florida. Any action instituted by the Franchisee arising out of this Agreement shall only be brought and tried in ~~Broward~~Palm Beach County, Florida.

13.2 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties on the subject matter of this agreement and supersedes all prior agreements and understandings. All amendments must be in writing signed by both parties.

13.3 *No Waiver.* No waiver of any breach of the Agreement shall constitute a waiver of subsequent breach.

13.4 *Attorneys' Fees.* In the event legal action is brought to determine or enforce the rights of any party to this Agreement, the prevailing party shall be entitled to recover reasonable legal fees, costs, and expenses from the other party, including expert witness fees.

13.5 *Severability.* If any provision of this Agreement is held invalid or the enforceable by an agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

13.6 *MEDIATION AND ARBITRATION REQUIREMENT; JURY TRIAL WAIVER; LIMITATION OF CLAIMS.* The dispute resolution and related provisions contained in the Franchise Agreement, namely, Sections XXV.C through H, and Sections XXV.M through O, which include mediation and arbitration provisions, waiver of jury trial and class/collective actions, limitation of claims provisions and limitation of damages clauses, are hereby incorporated herein by reference as if set forth fully herein. The parties acknowledge and agree that all such provisions shall apply to this Agreement. Franchisee acknowledges that Franchisee has read and understands the terms of the Franchise Agreement and this Agreement, including, without limitation, Sections XXV.C through H, and Sections XXV.M through O of the Franchise Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS, (C) FRANCHISEE'S RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND (D) FRANCHISEE'S RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE YEAR AFTER THE EARLER TO OCCUR OF THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned, duly authorized representatives as the Agreement was executed.

FRANCHISEE:

TINT WORLD, LLC

Authorized Representative Signature

Authorized Representative Signature

Print Name and Title

Print Name and Title

Date: _____

Date: _____

SCHEDULE C – Center Location and Designated Territory

THE ACCEPTED FRANCHISE Center Location and Designated Territory set forth in Section VI of the Franchise Agreement shall be the geographic area as defined in the Franchise Agreement for Tint World® Franchise Store No. _____ (“Franchisee”).

The Franchise Location shall be within the State of _____, in the United States and in the Market Area (the “Designated Area”) for Site Selection, as specified by such entity designated by Tint World®.

(a) **Franchisee's Market Area** – Franchisee's Designated Market Area for Site Selection as such term is defined in the Franchise Agreement, is designated as follows:

MSA for Site Selection (the “Market Area”):

[To be Effective this Schedule Must be Completed and Signed by Franchisor. If not completed and signed at time of signing Franchise Agreement, may be completed in the future pursuant to the terms of the Franchise Agreement.]

(b) **Franchisee's Center Location** – Franchisee's Center Location and Designated Territory as such term is defined in the Franchise Agreement, is identified, and approved, as follows:

The exact Accepted and Approved Location is (the "Center Location"):

The Designated Territory is a geographic area comprising a circle encompassing two (2) mile radius from the Center Location.
[To be Effective this Schedule Must be Completed and Signed by Franchisor. If not completed and signed at time of signing Franchise Agreement, may be completed in the future pursuant to the terms of the Franchise Agreement.]

Franchisee Leased Property

Lease Commencement Date: _____ Base Rent: _____

Lease Initial Term: _____ Lease Option Terms: _____ Years Each Option Term: _____

Or

Franchisee Owns Property

Purchase Price: _____ Mortgage Term: _____ Mortgage Payment: _____

FRANCHISEE:

TINT WORLD, LLC

Authorized Representative Signature

Authorized Representative Signature

Print Name and Title

Print Name and Title

Date: _____

Date: _____

SCHEDULE D – Agreement Term and The Opening Date

THE FRANCHISE OPENING DATE (the "Opening Date") and the Expiration Date set forth in Section VII of the Franchise Agreement shall be for a Term of 15 years with a 15-year option to renew is described below for Tint World® Store No. _____ ("Franchisee").

The Opening Date is: _____

The Expiration Date is: _____

Franchisee may, at its option, renew this Franchise for one additional period of 15 years, if Franchisor is still offering franchises at that time, and further subject to the following conditions set forth in Section VII of the Franchise Agreement.

FRANCHISEE:

Authorized Representative Signature

Print Name and Title

Date: _____

TINT WORLD, LLC

Authorized Representative Signature

Print Name and Title

Date: _____

SCHEDULE E – Mobile Services Addendum for Residential and Commercial

This addendum (the “Addendum”) dated this day of _____, (the “Effective Date”) is made by and between _____, a(n) “Individual/Corporation” with its principal office located at _____, hereafter referred to as (“Franchisee”), and Tint World, LLC, a Florida Limited Liability Company with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 (“Tint World®” or “Franchisor”).

WHEREAS, Franchisor and Franchisee collectively (the “Parties”) have entered into a Tint World® Franchise Agreement (the “Franchise Agreement”) providing for, among other things, Franchisee’s development and operation of a retail center (a “Tint World® Center”) that offers, provides, and specializes in the retail sale and installation of automotive window tinting, ~~protective film~~, vehicle wraps, ~~audio and~~ paint protection films, mobile electronics, audio and

security systems, ~~car and truck accessories~~, wheels and tires, detailing and ceramic coating, ~~maintenance, repair, and installation~~ services, and other automotive aftermarket products and services, and other products and services that Franchisor authorizes and as Franchisor may modify from time-to-time (the “Authorized Products and Services”) from a fixed-location Tint World® Center location (the “Center Location”);

WHEREAS, Franchisee’s Tint World® Center been assigned Center Number _____ (the “Center”) by Tint World®;

WHEREAS, If authorized by Franchisor, Tint World® Centers and/or other System franchisees may be authorized to offer and provide mobile marine, residential, and commercial window film ~~installation and protective coating services~~, security film, decorative film, perforated film, custom design ~~window and wall graphics~~, ~~product maintenance, repair, and installation~~ and protective coating services, installation, maintenance and repair, and other products and services ~~designated by~~, and other products and services that Franchisor authorizes and as Franchisor may modify from time-to-time that are provided on-site at customer locations within a designated territory (collectively, “Mobile Services”); installation and protective coating services,

WHEREAS, Mobile Services must be offered and provided using a wrapped service vehicle (“Service Vehicle”) subject to Franchisor’s ~~SystemBrand~~ sStandards;

WHEREAS, Franchisee has requested the right and obligation to offer and provide Mobile Services within Franchisee’s Designated Territory and as a part of the operations of Franchisee’s Center and in accordance with the terms of the Franchise Agreement; and

WHEREAS, If executed by Franchisor and Franchisee this Addendum, among other things, does hereby amend the Franchise Agreement to supplement the Authorized Products and Services to include Mobile Services to be provided and performed by Franchisee within Franchisee’s Designated Territory provided that Franchisee is designated and granted a Designated Territory within the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Terms not defined or set forth in this Addendum but defined in the Franchise Agreement shall have the meaning set forth in the Franchise Agreement. In the event of any conflict or inconsistency between this Addendum or the Franchise Agreement, the terms and provisions of the Franchise Agreement shall take precedence and control

2. The Franchise Agreement is hereby amended and the term Approved Products and Services, as set forth in the Franchise Agreement, shall include Mobile Services to be provided by Franchisee within Franchisee’s Designated Territory and as a part of Franchisee’s Center and the franchised business, and in accordance with Franchisor’s ~~SystemBrand~~ sStandards which Franchisor may modify or amend from time to time and in Franchisor’s sole discretion. Franchisee acknowledges and agrees that: (a) Franchisee is obligated to offer and provide Mobile Services in accordance with the terms and provisions of this Addendum and the Franchise Agreement; (b) Franchisor’s right to offer and provide Mobile Services is limited to Franchisee’s Designated Territory and subject to the terms and conditions of the Franchise Agreement, including all reserved rights of Franchisor; and (c) Franchisee shall comply with all provisions of the Franchise Agreement as they relate to Mobile Services.

3. Upon the execution of this Addendum, Franchisee shall sign Tint World®’s then-current release of telephone numbers, domain names, email addresses and transfer of service, which assigns to Franchisor the rights to the current telephone, domain name and email address listings or new telephone numbers, domain names and email addresses listing for the Mobile Services operation. Such telephone listing shall be placed in the next available Tint World® listing and advertisement for the market in which the Mobile Services operation is located.

4. Franchisee agrees to provide an adequate number of Service Vehicles, as Franchisor shall express in writing. Upon the opening and initiation of the Mobile Services operation, Franchisee agrees to and must obtain at least one (1) new or used commercial-grade cargo-van, extended-van, or mini-van type vehicle specified by Franchisor on which the Tint World® Marks must be placed. The vehicle may be bought, financed, or leased and must be maintained and used for all Mobile Services. Franchisor shall provide the Brand Wrap logotypes as part of the start-up package and

Franchisee shall have them installed at its expense, on the Service Vehicle by a capable vendor. Franchisee agrees to have adequate liability insurance in place for each such Service Vehicle, to amount not less than that specified in the Tint World® Franchise Agreement.

5. As part of a new Mobile Services operation start-up package, Franchisee agrees to purchase additional tools required, including, but not limited to, ladders, scaffolds and hand tools. Franchisor will provide Franchisee with some product samples and sample books from Franchisor's selected suppliers at no additional charge, and Franchisee can obtain additional sample books or other product samples from Approved Suppliers.-

6. Franchisee shall notify its insurance carrier that Franchisee's Tint World® Center will be offering the Mobile Services before Franchisee commences any such services, and Franchisee shall be responsible for all resulted additional insurance premium payments, if any, that may be required to keep its insurance policies with respect to the operation of its Tint World® franchise in full force and effect. Franchisee agrees to obtain a contractor's license, insurance and bonding that is required only in States that require contractor's licensing, insurance and bonding. In this regard, Franchisee shall provide Tint World® with a copy of all state and local regulations applicable to the performance of Mobile Services in Franchisee's area. Furthermore, by signing this Addendum, Franchisee hereby acknowledges and represents having reviewed such regulations and that Franchisee will not operate or provide Mobile Services using the name Tint World® in violation of the applicable regulations.

7. In the event Franchisee shall be found not to be in compliance with any federal, state and/or local law, regulations or ordinances relating to the provision of Mobile Services and such violation remains uncured for a period of thirty (30) days from the date of written notice of such violation, then this Addendum shall be deemed to be immediately terminated by Tint World® and Franchisee shall cease offering Mobile Services at or by its Tint World® Center upon such termination.

8. Franchisee acknowledges that in the event that Tint World® serves Franchisee a termination notice, pursuant to Section 8 hereof, and Franchisee continues to offer such services at or by its Tint World® Center and/or under the Tint World® name or otherwise, Franchisee shall be considered to be in violation of the Franchise Agreement. Franchisee further acknowledges and agrees that Tint World® will suffer irreparable harm from it continuing to offer the Mobile Services (or any other services) without Tint World®'s authorization. Therefore, in order to enforce the terms of the Franchise Agreement, Franchisee acknowledges that Tint World® shall be entitled to a preliminary injunction without the requirement of having to post any bond.

9. Each customer who receives Mobile Services at or by Franchisee's Tint World® Center shall be issued a limited warranty in a form that is acceptable to Tint World®. Such warranty shall; (a) be in accordance with the Tint World® ~~Operations~~Brand Standards Manual; and (b) be in accordance with film or product manufactures' limited warranty on such film or coating used and installed.

10. Franchisee agrees, unless modified herein, to operate its Tint World® Mobile Services operation only within the ~~exclusive~~designated area or territory outlined in Schedule C of the Franchise Agreement.

- A. The Franchisee and Franchisor agree that the territory in which Franchisee shall be licensed to operate its Residential and Commercial services operation is the same two (2) mile radius from the Premises from which Franchisee operates its Tint World® Center; or
- B. The parties have agreed to modify this area only as pertains to the Residential and Commercial Addendum as follows:

11. Contemporaneously with the signing of this Tint World® Mobile Services Addendum, Franchisee shall pay the additional Territory Fee of ten-thousand (\$10,000) dollars. If the immediately preceding section of this addendum is filled in, granting Franchisee an additional area in which to operate its Mobile Services operation, greater than that contained in the underlying Tint World® Center Franchise Agreement, then Franchisee shall pay an additional Territory Fee in the amount of ten-thousand (\$10,000) dollars for each additional expanded territory.

12. Upon the initiation of the Tint World® Mobile Services operation, Franchisee shall report to Tint World® all revenue generated by the sales of the Mobile Services operations in the same manner that it is required to report all revenues arising from the provision of the products and services which are currently approved under the Franchise Agreement, except that Franchisee shall segregate the Mobile Services sales and installations services from other services it performs at its Tint World® franchise Center(s) including transmitting electronically, its sales information to Tint World®, using such Tint World® POS software to interface with Tint World®'s internal computer system and which is authorized by Tint World®, for use in Mobile Services operations.

13. Franchisee shall hold harmless and shall indemnify Tint World®, and its related bodies corporate and their respective officers, directors, employees and legal representatives against all and any liabilities, claims (including without limitation, third party claims, whether or not meritorious), causes of action, judgments, damages, losses, costs and expenses (including without limitation, attorney's fees and disbursements) resulting from, relating to or arising out of any Mobile Services service offered at or by Franchisee's Tint World® Center and/or any Mobile Services Franchisee offers or causes to be offered anywhere using the name Tint World®.

14. Franchisee shall pay Tint World® continuing royalty fees and advertising contributions for all Mobile Services operations conducted in connection with the Franchisee's Tint World® Center, in the same manner and under the same terms as required for other approved Tint World® products and services under the Franchise Agreement.

15. Any Notice, demand or request given or made pursuant to this Addendum shall be served by either party hereto in the manner that such party is required to serve notices, demands and requests pursuant to the terms of the Franchise Agreement.

16. No failure by Tint World® to take action on account of any default by Franchisee, whether in a single instance or repeatedly; shall constitute a waiver of any such default or of the performance required of Franchisee. No express waiver by Tint World® of any provision or performance hereunder or of any default by Franchisee shall be construed as a waiver of any other or future provisions, performances or default.

17. All arbitration, mediation, choice of law, and dispute resolution provisions set forth in the Franchise Agreement shall govern this Addendum.

18. Save as modified in this Addendum, the general interpretative and miscellaneous provisions (including, without limitation, those dealing with severability of provisions, controlling law and jurisdiction) of the Franchise Agreement entered into by and between the parties to this Addendum, are deemed incorporated in this Addendum by reference.

19. The Franchise Agreement shall remain in full force and effect, except as expressly set forth in this Addendum, and shall not act to amend, modify, nullify or cancel any of the covenants or obligations contained in the Franchise Agreement. In the event of a conflict between the terms and conditions of the Franchise Agreement and the terms and conditions of this Addendum, this Addendum shall prevail.

20. This Addendum and the Franchise Agreement constitute the entire agreement between the parties hereto relative to the subject matter they contain therein, and supersede all prior addendums, agreements, discussions and/or other understandings made by the parties, whether made orally or in writing.

21. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

22. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement other than the Tint World® Franchise Disclosure Document and the governing Tint World® Franchise Agreement. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement will be deemed to confer any rights or remedies on any person or legal entity not a party hereto.

23. This Addendum may not be assigned by Franchisee without the prior written permission of Tint World®.

24. This Addendum shall not become binding upon Franchisee and Tint World® until such time that this Addendum is fully signed and executed by both parties hereto

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, and the year first above written.

FRANCHISEE:

TINT WORLD, LLC

a Florida limited liability company

Name of Franchisee's Entity
a _____
Corporation, Limited Liability Company or Partnership

By: _____
Charles J. Bonfiglio, ~~President~~CEO

Date: _____

By: _____

Print Name and Operating Partner Title

INDIVIDUAL(S):

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT is made and entered into this day of _____, (the “Effective Date”), by _____ and _____ between _____, ~~THIS Effective Dated~~ this day of _____, is made by and between _____ a(n) “Individual/Corporation/Company” with its principal office located at _____, (hereafter referred to as “Developer”), and Tint World, LLC, a Florida Limited Liability Company with its principal place of business located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 (hereafter referred to as “Tint World®” or “Franchisor”). Developer and Tint World® are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Tint World® is the national Franchisor of Tint World® Centers which licensees franchised locations throughout the United States, Canada, and various ~~foreign countries~~ international markets;

WHEREAS, Tint World® grants franchise licenses to qualified individuals ~~the right and entities~~ to establish, develop, open, and operate Tint World® Centers (“Tint World® Centers”) at various approved locations. Each ~~Tint World® license is~~ governed by ~~the terms of a~~ separate Tint World® Franchise Agreement ~~that a Franchisee is required to sign before to be executed prior to the opening a Tint World® of any such Center~~;

WHEREAS, Developer has expressed a desire to develop Tint World® Center Locations ~~with and to obtain~~ the ~~exclusive rights~~ to develop the aggregate number of ~~Tint World®~~ Centers outlined in the ~~d~~ Development s Schedule, within the ~~certain~~ Metropolitan Statistical Area (“MSA”) of: _____ (the “Development Area”);

WHEREAS, Tint World®, ~~upon the subject to Developer’s, fulfillment of certain specific conditions by Developer, is desirous of~~ willing to granting such development rights to Developer; and

WHEREAS, the parties ~~to desire to set forth the terms and conditions governing such development rights in this Multi-Unit Development Agreement (“Agreement”) desire that the terms of the Development Rights be contained in this Agreement.~~

NOW THEREFORE, in consideration ~~for~~ of the mutual promises ~~contained herein and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged~~, the parties ~~hereto~~ agree as follows:

1. Grant

1.01 Tint World® hereby grants to ~~the~~ Developer the right to ~~be the exclusive Developer of the~~ Tint World® Center Locations within the ~~certain designated Metropolitan Statistical Area (“MSA”)~~ subject to the terms and conditions ~~stated in~~ of this Agreement and the ~~governing terms and conditions~~ applicable provisions of each ~~applicable~~ Tint World® Center Franchise Agreement (“collectively, the Tint World® Center Franchise Agreements”), ~~except for. This grant excludes any Tint World® Centers in operation or under lease, construction, or under development, or other commitment to open in the Development Area that,~~ as of the effective date of this Agreement, as long as are already in operation, under lease, in construction, under development, or otherwise contractually committed to be developed within the Development Area. This right is contingent upon Developer: (a) timely complying with the Development Schedule; and (b) ~~are otherwise remaining~~ in material compliance with the terms and ~~provisions of the conditions of this~~ Multi-Unit Development Agreement.

1.02 Developer agrees that for each ~~franchise~~ Tint World® Center ~~that D developer d develops and opened, under this Agreement~~, Developer shall execute ~~Tint World®’s then current Tint World® Center Franchise Agreement for~~

~~each location, for the purpose of establishing, owning and operating Tint World® Centers within the Development Area. Developer acknowledges and agrees that~~ Franchisor's then-current form of Tint World® Center Franchise Agreement ~~may contain materially different terms, as compared to the~~ applicable at the time of execution. Each such agreement shall govern the establishment, ownership, and operation of the respective Tint World® Center within the Development Area. Developer acknowledges and agrees that the then-current form of the Tint World® Center Franchise Agreement may contain ~~terms and conditions that are materially different from those included in the version of the agreement previously provided in the disclosure document~~ provided to Developer ~~furnished~~ provided prior to the execution of this Multi-Unit Development Agreement.

1.03 This Multi-Unit Development Agreement ~~is~~ shall not ~~to~~ be construed as a franchise agreement and does not ~~give grant~~ give Developer ~~the any~~ any right to use the Tint World® Franchise System, ~~or any of~~ or any of Tint World®'s names ~~or~~ or trademarks, ~~service marks, logos, or other proprietary materials. Any~~ such rights to use the ~~shall be granted solely pursuant to, and governed by, a separate Tint World® System and Tint World®'s name and proprietary marks shall be~~ contained in and governed by each Tint World® Center Franchise Agreement executed by Developer ~~for each franchised outlet that location~~ Developer develops under this Agreement.

1.04 In ~~conjunction~~ connection with the development of the Tint World® Franchise System ~~in within~~ in the Development Area, Developer agrees not to use the Tint World® name ~~or~~ or trademarks, ~~or any variation thereof~~ in its trade name or as part of its corporate name, if applicable trade name, or any other business designation, except that the expressly permitted under the terms of each executed Tint World® Centers referred to in the Franchise Agreement. Notwithstanding the foregoing, each franchised location developed pursuant to a Tint World® Center Franchise Agreement shall be referred to as may be identified and operated as a Tint World® Centers, in accordance with the terms of such agreement.

1.05 Nothing in this Development Agreement shall be construed as governing the use ~~of or the~~ implementation, or operation of the Tint World® Franchise System, ~~such~~ such. ~~All such rights, obligations, and requirements being contained~~ are exclusively set forth in each executed Tint World® Center Franchise Agreement.

2. Execution of Tint World® Center Franchise Agreements

2.01 In conjunction with the opening of each Tint World® Center ~~by Developer pursuant to under~~ by Developer pursuant to this Agreement, Developer shall ~~sign~~ execute Tint World®'s ~~then then-current~~ then-current Tint World® Center Franchise Agreement, ~~which for each respective location, prior to the opening of that Center. Developer acknowledges that the then-current form of the Franchise a~~ Agreement may contain materially different terms and conditions as compared to that are materially different from those in the f Franchise a Agreement executed for Franchisee's Developer's first Tint World® Center ~~(, provided, however, that the initial term of each Tint World® Center Franchise Agreement shall be for a period of 15 years), and for each Tint World® Center Location prior to opening such Tint World® Center.~~

2.02 In the event ~~that~~ that Developer is in default ~~of under~~ of under any ~~of the governing~~ of the governing Tint World® Center Franchise Agreements, Developer shall be prohibited from opening any additional Tint World® Centers pursuant to this Development Agreement or any other agreements with Tint World® until such default(s) ~~are~~ has been cured to Tint World®'s satisfaction, to the extent ~~that they are~~ default is subject to cure. If any ~~of the~~ of the Tint World® Center Franchise Agreements ~~are is~~ is terminated, ~~(except as otherwise provided for in this Agreement), this Development Agreement shall also terminate. However, to the extent that Developer is not in default of under other existing Tint World® Center Franchise Agreements they can, Developer may continue to operate under those franchise agreements~~ Centers, and they such agreements shall remain in full force and effect unless Franchisee and until Developer is in default of any such under those agreements.

3. Development Schedule

3.01 In consideration ~~for the grant~~ for the grant of the ~~exclusive~~ exclusive rights granted by Tint World® to ~~the~~ the Developer ~~to develop within~~ to develop within the Development Area, the Developer ~~will~~ agrees to develop ~~and a total~~ and a total aggregate of _____ Tint World® Centers in accordance with and pursuant to the d Development s Schedule, which is hereby incorporated by reference and made a part of this Agreement for all purposes.

3.02 Nothing in this section shall prevent Developer from developing more Tint World® Centers than the minimum number ~~shown on set forth in the d~~Development ~~s~~Schedule for the Development Area, provided that Developer ~~signs a~~executes a separate Tint World® Center Franchise Agreement for each additional Tint World® Center, and remains in compliance with the terms and conditions of each such ~~Tint World® Center~~ Franchise Agreement.

3.03 All sites that Developer ~~wishes~~proposes to operate as Tint World® Centers ~~shall be~~must receive prior written approval ~~by~~from Tint World® in accordance with the terms and conditions of the governing applicable Tint World® Center Franchise Agreement ~~prior to the time that~~. Developer shall not opens ~~such or~~ operate any Tint World® Center at any location without such approval.

3.04 Developer's acquisition of an existing Tint World® Center, or a Tint World® Center located ~~in~~within the Development Area that has been closed for fewer than twelve (12) months, ~~will not be considered a new Tint World® Center and, consequently, will~~shall not count towards Developer's ~~development~~ obligations under the Development Schedule.

3.05 If Developer requests an extension to the Development Schedule, and if Franchisor ~~at Franchisor's~~in its sole and absolute discretion approves such extension, Developer ~~must~~shall pay Franchisor a 6-month non-refundable extension fee of Ten Thousand Dollars (\$10,000) (the "Extension Fee"); for a six (6) month extension for each unit requiring ~~an extension~~ to open the Tint World® Center.

3.06 ~~The Developer's~~ failure ~~by Developer to adhere to the Developer's~~to meet its development obligations under the Development Schedule, regardless of any extensions granted, shall ~~result in Franchisor's~~entitle Franchisor, in its sole discretion, to take one or more of the following actions: (a) reduce the number of Tint World® Centers ~~stated in required under~~ the Development Schedule; (b) withhold evaluation or approval of ~~site~~proposed sites for new Tint World® Centers; (c) further extend the Development Schedule; and/or (d) if applicable, terminate the protected ~~nature of Developer's~~ territorial rights in granted to Developer within the Development Area; and/or; (e) terminate ~~the~~this Multi-Unit Development Agreement.

4. Term of Development Agreement

4.01 This Multi-Unit Development Agreement shall remain in full force and effect, unless earlier terminated ~~by the~~accordance with its provisions ~~of this agreement~~, until the development and opening of the ~~last~~final Tint World® Center listed ~~on in the Agreement Summary, subject to any~~Development Schedule, as may be modificationed, but. Notwithstanding the foregoing, in no event shall ~~it~~the term of this Agreement extend beyond ____ years from the Effective ~~d~~Date ~~of this Agreement~~ without written notice and agreement by Franchisor.

4.02 The termination of this Multi-Unit Development Agreement shall not affect the then existing Tint World® Center Franchise Agreements for the then existing Tint World® Centers provided that Developer is not in default of each such Tint World® Center Franchise Agreement.

5. Nature of Exclusive Development Rights

5.01 The ~~exclusive~~ rights granted to Developer ~~as outlined in~~under Article 1 of ~~the~~this Agreement shall expire upon the expiry of ~~the~~this Multi-Unit Development Agreement, or ~~sooner~~upon earlier terminationed as provided ~~by this agreement~~herein.

5.02 Upon the termination or expiration of this Agreement, Tint World® shall have the right to develop and establish franchised, or company owned Tint World® Centers within the Development Area subject only to the territorial provisions ~~of set fourth in~~ each ~~then~~then-existing and governing Tint World® Center Franchise Agreement.

6. Development Fees

6.01 In consideration for the ~~grant of the exclusive~~ rights outlined in granted under Article 1 of this ~~a~~Agreement, Developer shall pay to Tint World® a Multi-Unit Development ~~f~~Fee in the amount of \$_____ (the "Multi-Unit Development Fee"); ~~the~~full payment of the Multi-Unit Development Fee shall be ~~paid to Tint World®~~due

upon ~~the~~ mutual execution of this Multi-Unit Development Agreement. This Agreement shall not become effective until the Multi-Unit Development Fee has been paid in full ~~to~~ and the funds have cleared Tint World® ~~and cleared its~~ bank.

6.02 All Multi-Unit Development Fees are deemed fully earned by Tint World® ~~at the time of signing upon execution of~~ the Multi-Unit Development Agreement.

7. Managers and Operational Assistants

7.01 Developer ~~must~~shall devote its full efforts and attention to the ~~business of the~~ development and operation of the Tint World® Centers ~~to the~~ subject ~~of~~ this Development Agreement. Accordingly, Developer must employ competent and qualified managers for each franchised ~~outlet location, each of~~ who ~~in turn will~~shall be required to devote their full-time efforts and attention to the ~~business carried on at the franchise outlet~~ day-to-day operations of the respective Tint World® Center.

7.02 All managers employed by Developer shall, to the extent ~~allowed~~permitted by applicable law, will be bound by restrictive covenants ~~preventing~~prohibiting them from owning, operating or participating in ~~a~~any competing business ~~for so long as during~~ their term of employment by Developer and for a specified period ~~of time~~ thereafter, within a ~~specified~~defined geographic ~~limit. In area, a~~Additionally, those each managers ~~shall be required to sign confidential agreements,~~ as a condition of ~~their employment with Developer, which term will be to the same extent that,~~ to execute a confidentiality agreement in a form acceptable to Tint World®, which shall include terms and obligations that are no less stringent than those applicable to Developer ~~is held to~~ under the governing Tint World® Center Franchise Agreements.

8. Termination

8.01 The termination of any Tint World® Center Franchise Agreement shall result in the automatic termination of the Multi-Unit Development Agreement, except ~~that the~~ where such termination ~~of~~ arises from economic hardship that leads to the closure of the affected Tint World® Center ~~Franchise Agreement which is the result of economic problems that results in the closure of said Tint World® Center shall not terminate. In such case,~~ this Agreement shall remain in effect; provided, however, that ~~any and~~ all outstanding royalties ~~and,~~ advertising contributions, and other amounts owed to Tint World® ~~shall~~must be paid in full within thirty (30) days ~~from the of the earlier of the date of~~ termination or closure of ~~said Tint World® the affected~~ Center, ~~whichever is sooner.~~

8.02 The Agreement shall be subject to termination ~~by~~ by Tint World® upon ~~any~~ Developer's default of any ~~of the terms of this Agreement~~ provision herein, if such default, ~~to the extent that it may be cured if~~ such default, where curable, is not cured within thirty (30) days ~~from~~ after written notice ~~being~~is sent by Tint World® to Developer. All such notices ~~shall be sent to Developer by~~ delivered via Federal Express to Developer's address on record.

9. Sale and Assignment

9.01 Developer shall ~~not have the right to~~ sell, or assign, or otherwise transfer any of the development rights ~~provided in~~ granted under this ~~a~~ Agreement without the prior written ~~approval~~consent of Tint World®. ~~However~~ Notwithstanding the foregoing, nothing in this provision shall ~~prevent~~restrict Developer from selling, assigning, or ~~otherwise~~ transferring any individual Tint World® Center and its corresponding Tint World® Center Franchise Agreement ~~and the accompanying Tint World® Center subject to,~~ provided that such transfer is made in accordance with the terms and conditions ~~in of the governing Tint World® Center~~ applicable Franchise Agreement.

9.02 This ~~a~~ Agreement ~~and the,~~ along with all rights and obligations contained herein, may be assignable or transferable ~~in any manner whatsoever~~ by Tint World® in any manner and at its sole discretion, without the consent of Developer.

10. **MEDIATION AND ARBITRATION REQUIREMENT; JURY TRIAL WAIVER; LIMITATION OF CLAIMS,** The dispute resolution and related provisions contained in the Franchise Agreement, namely, Sections XXV.C through H, and Sections XXV.M through O, which include mediation and arbitration provisions, waiver of jury trial and class/collective actions, limitation of claims provisions and limitation of damages clauses, are hereby incorporated herein by reference as if set forth fully herein. The parties acknowledge and agree that all such provisions shall apply to this

Agreement. Developer acknowledges that Developer has read and understands the terms of the Franchise Agreement and this Agreement, including, without limitation, Sections XXV.C through H, and Sections XXV.M through O of the Franchise Agreement.

INITIALS: _____

INITIALS: _____

11. Choice of Law Jurisdiction and Venue

11.01 **Choice of Law.** All matters relating to mediation or arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1, et. seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the franchise and all claims arising from or in any way related to the relationship between Franchisor, and/or any of its affiliates, on the one hand, and Developer, and/or any of Developer's owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.02 **Jurisdiction and Venue.** In the event the arbitration clause set forth in Section XXV.C. of the Franchise Agreement, which is incorporated in this Agreement pursuant to Section 10 of this Agreement, is inapplicable or unenforceable, and subject to Franchisor's right to obtain injunctive relief in any court of competent jurisdiction, the following provision shall govern: The parties hereby expressly agree that the United States District Court for Southern District of Florida (or, if our corporate headquarters is no longer in ~~Broward~~Palm Beach County, Florida, the applicable District Court where our corporate headquarters is then-located), or if such court lacks subject matter jurisdiction, the State Court in ~~Broward~~Palm Beach County, Florida (or, if our corporate headquarters is no longer in ~~Broward~~Palm Beach County, Florida, the county where our corporate headquarters is then-located), shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. Developer acknowledges and agrees that this Agreement has been entered into in the State of Florida and that Developer is to receive valuable and continuing services emanating from Franchisor's headquarters. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision. Developer acknowledges and agrees that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of all of the members of the System. Nothing contained in this Agreement shall ~~prevent Franchisor from applying to be deemed to limit or restrict the Franchisor's right to apply for~~ and obtaining from any court ~~having of competent~~ jurisdiction a writ of attachment, ~~a temporary restraining order,~~ temporary injunction, preliminary injunction, and/or ~~any other equitable or emergency relief available as may be necessary~~ to safeguard and protect ~~the~~ Franchisor's rights, interests, and proprietary assets.

12. Miscellaneous

12.01 All notices required in the Multi-Unit Development Agreement shall be in writing and sent by Federal Express and addressed to Tint World, LLC at:

1000 Clint Moore Road, Suite 110
Boca Raton, Florida 33487
Attention: Legal Department

To Developer at:

_____ or at such other address as Developer and or Tint World® shall designate in writing.

Any notice shall be deemed to have been given when deposited in the mail or the local Federal Express office.

12.02 This Agreement together with ~~the~~all schedules and exhibits attached hereto, constitute the entire agreement between the parties ~~relative with respect~~ to the subject matter contained therein and supersedes ~~any and all~~ prior and contemporaneous understandings, representations, inducements, and statements, whether oral or written, collateral or otherwise, ~~of the parties in connection with the relating to such subject matter hereof.~~ No amendment or modification ~~ef~~to this agreement shall be valid or binding unless made in writing and duly executed by both ~~the~~

Developer and Tint World®. Notwithstanding the foregoing, Nothing in this Agreement or in any related agreement is intended to disclaim or negate any representations made by Franchisor made in the latest most recent Franchise Disclosure Document that Franchisor has furnished provided to Developer.

[Continued and executed on following page]

DEVELOPMENT SCHEDULE

Multi-Unit Developer shall develop and continue to operate Tint World® Centers in the Development Area, in accordance with the following schedule:

Site Acceptance Date Multi-Unit Development Effective Date	Opening Date Multi-Unit Development Effective Date	Centers To Be Open And Operating On or Before The Opening Date
Ten Months	12 Months	1
Eighteen Months	20 Months	2

Twenty- ~~Eight~~ ~~Eight~~ Months	30 Months	3
Thirty- ~~Eight~~ ~~Eight~~ Months	40 Months	4
~~Forty~~ ~~Eight~~ ~~Forty~~ - ~~Eight~~ Months	50 Months	5

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION. THIS AGREEMENT CONTAINS EXPRESS WAIVERS OF (A) ANY AND ALL RIGHTS TO A JURY TRIAL, (B) ANY AND ALL RIGHTS TO PARTICIPATE IN CLASS ACTION ARIBTRATION AND/OR LAWSUITS, (C) DEVELOPER'S RIGHT TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND (D) DEVELOPER'S RIGHT TO BRING ANY CLAIM OR ACTION LATER THAN ONE YEAR AFTER THE EARLER TO OCCUR OF THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIMS OR ACTIONS, OR THE OCCURRENCE OF THE ACTS OR OMISSIONS GIVING RISE TO SUCH CLAIMS OR ACTIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, and the year first written above.

MULTI-UNIT DEVELOPER:

TINT WORLD, LLC

a Florida limited liability company

Name of Franchisee's Entity
a _____
Corporation, Limited Liability Company or Partnership

By: _____
Charles J. Bonfiglio, ~~President~~ CEO

Date: _____

By: _____

Print Name and Operating Partner Title

INDIVIDUAL(S):

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT D

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease ("Addendum") is attached hereto and made part hereof of the Lease (the "Lease") dated _____ by and between _____, (as "Landlord") and _____

_____, as (“Tenant ”), collectively (the “Parties”) for the premises as more fully described in the Lease (the “Premises”). In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall control. Notwithstanding anything to the contrary contained in the attached Lease, the Parties agree to amend the language of the Lease as follows:

1. Use of Premises

During the term of Tenant’s franchise agreement (“Franchise Agreement”) or the term of the Lease, whichever is the last to expire, the Premises may be used only for the operation of a Tint World® Automotive Styling Centers or other mark approved by Tint World, LLC (“Franchisor”) and for no other purpose whatsoever. Tenant shall have the exclusive right in the common center to use and occupy the Premises for the sales and on-premises installation of automotive: window tinting, protective films and coatings, vehicle wraps and graphics, car audio and security systems, auto accessories, detailing and ceramic coating services; and Mobile Services off-premises sales and installation of marine, residential, and commercial window film installation and maintenance services.

2. Signage and Graphics

Landlord acknowledges that it has reviewed and approved the standard Tint World® exterior building signs, pole/monument signs, and window graphics for erection and installation, all to follow city code. (See “Exhibit S”) No additional approval is required from Landlord.

Subject to applicable zoning laws and any applicable restrictive covenants of the Lease, which Landlord has provided to Tenant prior to execution of this Lease:

- A. Tenant shall be permitted to install on the outside of the Premises a Yellow Black Tint World® fascia sign and/or awning.
- B. Tenant shall be permitted to install the typical Tint World® branded four color window graphics on the storefront glass of the Premises.
- C. Tenant shall be permitted from time to time to place a banner in the front, side or fascia of the Premises.
- D. The parties hereto acknowledge that, should a pylon and/or monument sign exist or is to be erected for the Premises, Tenant shall have the right to utilize the pylon and/or monument at no additional charge.

3. Lease Tem

The initial term of the Lease, or the initial term together with any renewal must be for ~~at least~~ not less than fifteen (15) years, and must include a provision ~~giving the granting~~ Franchisor ~~the right on, upon~~ any termination or expiration of the Franchise Agreement, the right to assume the lease or sublease, or to enter into a further sublease, for a period of not less than twelve (12) months and not more than eighteen (18) months.

4. Entry by Franchisor

Landlord and Tenant hereby acknowledge that Tenant has agreed under the Franchise Agreement that Franchisor and its employees or agents shall have the right to enter the Premises at any reasonable time for such purposes of conducting inspections, protecting Tint World® proprietary marks and correcting deficiencies of Tenant. Landlord hereby agrees not to interfere with or prevent such entry by Franchisor and its employees or agents.

5. Assignment

Landlord and Tenant recognize (“Franchisor”), and Tenant have entered into a franchise agreement (“Franchise Agreement”) to open a Tint World® in the Premises. Landlord expressly agrees that in the event of and upon any termination of that certain Franchise Agreement executed between Tenant, as franchisee, and Franchisor, Landlord shall permit the assignment of Tenant’s interest in the Lease to Franchisor, to reassign such interest in this lease to any other party chosen by Franchisor, to act as third party operator with Landlord’s approval, as aforesaid, and shall assume all obligations of the Tenant under the terms of this lease. Landlord further expressly agrees to execute any documentation which may reasonably be required by Franchisor, to evidence the acceptance of Franchisor, or such third-party operator, as tenant under the terms of the Lease. Landlord further expressly agrees to execute any documentation which may

reasonably be required by Franchisor, to evidence the acceptance of Franchisor, or such third-party operator, as Tenant under the terms of this Lease. Landlord and Tenant further agree that during the stated terms of the Lease, Tenant shall not have the right to assign to another person or legal entity for whatever reason without the express written consent of Franchisor. Landlord acknowledges that the agreements contained in this paragraph are made in consideration for Tenant's execution of this Lease and Landlord understands and agrees that but for Landlord's consent to the terms of this paragraph and to the terms of Tint World®'s default paragraph contained herein; Tenant would not have executed the Lease.

6. Parking and Common Areas

Subject to local code restrictions, Landlord shall make two parking spaces in front of the Premises reserved for Tenant's exclusive use for the term of the Lease. Tenant shall have the nonexclusive right to utilize all remaining parking spaces and common areas serving the Premises, which must be a minimum of two parking spaces per one thousand square feet of rented space.

7. Environmental

Landlord agrees to remove all hazardous materials from the Premises prior to the date on which it delivers possession of the Premises to Tenant (the "Possession Date"). Tenant shall indemnify Landlord for any and all loss, costs, claims or damages (including attorney's fees) as a result of hazardous materials brought to the shopping center or the Premises by Tenant or its agents, employees or contractors, and Landlord shall indemnify Tenant for all any and all loss, costs, claims or damages (including attorney's fees) as a result of hazardous materials at the Premises or the shopping center prior to the Possession Date or brought to the shopping center or the Premises by anyone other than Tenant, its agents, employees or contractors. Landlord shall provide to Tenant prior to the Possession Date copies of any and all environmental assessments, tests, evaluations, or studies conducted on the shopping center or the Premises. If any such reports indicate that there is contamination or if Landlord fails to deliver such reports, Tenant may terminate the Lease.

8. Affiliates

Landlord agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor will have any liability for: (i) any of Franchisor's obligations or liabilities relating to or arising from this Lease; (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between Landlord and Franchisor; or (iii) any claim against Franchisor based on any alleged unlawful act or omission.

9. Notices

Landlord agrees to furnish Franchisor with a copy of all notices sent to Tenant pertaining to the Lease and the Premises, at the same time that such notices are sent to Tenant. Landlord further agrees that prior to terminating the Lease, for an event of default by Tenant, the Landlord shall furnish Franchisor with written notice 30 days prior to such default or termination, specifying in such notice all defaults that are the cause of the proposed termination. Franchisor shall have right, but not the obligation, to cure such default, after the expiration of the period during which Tenant may cure such default, an additional 15 days (or if there is no cure period, at least 15 days) to cure, at its sole option, any such default. If neither Tenant nor Franchisor cures all such defaults within said time periods (or such longer cure period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, reenter the Premises, and exercise all of its other post termination rights as set forth in the Lease. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, or certified or registered mail, return receipt requested, first class postage prepaid, electronic mail (provided that the sender receives confirmation that the e-mail has been delivered), facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three business days after transmission), to the respective Parties at the following addresses unless and until a different address has been designated by written notice to the other Parties.

If directed to Tenant, the notice shall be addressed to:

_____,
Attention: Tenant Department
Phone: (_____) _____ - _____

If directed to Landlord, the notice shall be addressed to:

_____,
_____,
Attention: Legal Department
Phone: (_____) _____ - _____

If directed to Franchisor, the notice shall be addressed to:

Tint World, LLC
1000 Clint Moore Road, Suite 110,
Boca Raton FL 33487
Attention: Franchise Compliance Department
Phone: (888) 944-8468

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by electronic mail, telex or facsimile shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three business days after the time of mailing.

Any change in the foregoing addresses shall be affected by giving 15 days written notice of such change to the other parties. Business day for the purpose of this Addendum excludes Saturday, Sunday, and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

10. Waiver of Landlord Lien

Notwithstanding anything to the contrary in this Lease, Landlord expressly waives any and all liens it may have or acquire pursuant to the Lease or by law with respect to Tenant's fixtures, equipment, and other personal property. Landlord acknowledges and agrees that Tenant's or Franchisor's lender (the "Equipment Lender") may own/hold a security interest senior to that of Landlord in all such fixtures, equipment, and personal property. Landlord shall permit Equipment Lender to enter the Premises to remove such fixtures, equipment and personal property in the event Tenant defaults under the Lease, vacates, abandons, or otherwise surrenders the Premises, or upon mutual cancellation of the Lease, or otherwise jeopardizes Equipment Lender's security interest in the fixtures, equipment, and personal property.

11. De-Identification

Landlord and Tenant hereby acknowledge that in the event the Franchise Agreement expires or is terminated, Tenant is obligated to take certain steps under the Franchise Agreement to de-identify the location as a Tint World® Center operated by Tenant. Landlord agrees to cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement against Tenant, including allowing Franchisor, its employees, or agents, to enter the Premises and remove signs, décor and materials bearing or displaying any marks, designs or logos of Tint World®; provided, however, that Landlord shall not be required to bear the expense thereof. Tenant agrees that if Tenant fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Franchisor may cause all required de-identification to be completed at Tenant's expense.

12. Non-Compete

Landlord agrees, during the term of the Lease, to hold any land now or hereafter owned or controlled by Landlord, within a radius of one mile of the Premises, subject to the following restrictions for the benefit of Tenant and the Premises and to include such restrictions in all leases and sales of land; namely that no part of such land shall be leased or used for the performance at wholesale or retail of automotive; window tinting, protective films and coatings,

vehicle wraps and vehicle graphics, audio and video systems, mobile electronics and security systems, parts and accessories, detailing and maintenance services.

13. General Provisions

This Addendum shall run with the land and be binding upon the Parties hereto and their successors, assigns, heirs, executors, and administrators. The rights and obligations contained herein shall continue notwithstanding changes in the persons or entities that may hold any leasehold or ownership in the land or building. Any party hereto may record this agreement or any memorandum hereof. This Addendum includes the initial Lease term, and any renewal options and extended lease term periods. Landlord and Tenant hereby agree that any renewal option terms shall automatically renew unless Tenant provides Landlord advance written notice of its intention to not exercise such option period or periods not less than one-hundred-eighty (180) days prior to the end of the proceeding term. Any party hereto may seek equitable relief, including without limitation, injunctive relief, or specific performance, for actual or threatened violation or non-performance of this Addendum by any other party. Such remedies shall be in addition to all other rights provided for under law or other agreements between any of the parties. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation. Nothing contained in this Addendum shall affect any term or condition in the Franchise Agreement between Tenant and Franchisor. Nothing herein shall constitute to be a guarantee or endorsement by Franchisor of the terms and conditions of the Lease between Landlord and Tenant. In the event that Franchisor, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Landlord nor Tenant shall have any claim against Franchisor. No terms or conditions contained in the Lease shall be binding on Franchisor, unless and until Franchisor elects to accept assignment of the Lease hereunder.

14. Right of Refusal to Purchase

a. Landlord hereby grants to Franchisor or its Assignee the right of refusal to purchase the Leased Property or Project (the "Project") as set forth hereinafter, together with all the rights, privileges and appurtenances thereunto belonging, as the same may be diminished by a partial taking thereof, in accordance with the provisions of this Addendum, provided Tenant is not in default beyond any applicable cure period under this Lease or in the case of Franchisor, shall have the opportunity to cure any such default under the terms of this Addendum at the time Franchisor or its Assignee gives notice of the exercise of the right of refusal.

b. In the event that during the term of this Lease, Landlord desires to sell, transfer or exchange (a "Transfer") the Project, Landlord shall first deliver to Franchisor, written notice of such intention (the "Transfer Notice").

c. If Landlord shall receive a bona fide offer or counter-offer from any person or party for a Transfer of the Project and if such offer or counter-offer shall be acceptable to Landlord, then Landlord shall first give Franchisor the right and privilege to obtain a Transfer of the Project, on the same terms, conditions, and provisions, and for the same consideration as contained in such offer or counter-offer (the "Right of First Refusal"). Landlord shall require any offer or counter-offer received by Landlord for the Project be in the form of a written contract, agreement or other instrument containing all the terms and conditions of such offer or counter-offer and that such contract, agreement, or other instrument be valid and binding upon the party making such offer or counter-offer.

d. Before accepting such offer or counteroffer from such person or party, Landlord shall give written notice of the receipt of such offer or counteroffer to Franchisor, which notice shall include:

1. The original or a true, full, and complete photostatic copy of any contract, agreement, letter, writing or other instrument or communication and all exhibits, amendments and side agreements thereto received by Landlord from such person or party which contains all the terms and conditions of such bona fide offer or counteroffer.

2. A statement by Landlord that such offer or counteroffer is bona fide, that the terms and conditions thereof are acceptable to Landlord, and that Landlord intends in good faith to accept such offer or counteroffer and enter into such contract, agreement or other instrument or writing which shall contain such terms and conditions if Franchisor does not exercise its Right of First Refusal.

e. Franchisor shall have 10 business days after receipt of such notice within which to exercise its Right of First Refusal by giving written notice to Landlord that Franchisor has elected to exercise its Right of First Refusal and will obtain

a Transfer of the Project on the same terms, conditions and provisions of such agreement, letter, writing or other instrument or communication. Franchisor shall include with such written notice two fully executed contracts, agreements or other instruments in the same form and content as any contract, agreement or other instrument submitted by Landlord to Franchisor with the notice of Landlord (except for the name of the purchaser) together with any deposits, payments or other matters of performance required under such contract, agreement, or other instrument upon the execution by the purchaser. Upon receipt of such notice, Landlord shall execute such contract, agreement or other instrument and deliver a fully executed copy thereof to Franchisor. During such ~~two~~two-business day period, Landlord shall not enter into such agreement, contract or other instrument containing such bona fide offer unless Landlord shall give notice to Franchisor in writing that Landlord does not desire to exercise its Right of First Refusal.

f. If Franchisor shall fail to exercise its Right of First Refusal within such 10 business day period, Landlord may enter into such agreement, contract, letter, writing, or other instrument containing such bona fide offer on the same terms and conditions as contained in such offer at a consideration equal to or in excess of that contained in the bona fide offer and upon terms and conditions no less favorable than contained in the bona fide offer. If Franchisor does not exercise its Right of First Refusal and Landlord enters into such agreement, contract, letter, writing or other instrument, Franchisor shall furnish to Landlord a written instrument in recordable form to the effect that Franchisor has elected not to exercise its Right of First Refusal, and the Right of First Refusal shall be deemed terminated, provided, however, that if Landlord does not enter into such agreement, contract, letter, writing or other instrument or if closing of such transaction is not held, the Right of First Refusal shall continue in effect notwithstanding that Franchisor did not exercise its Right of First Refusal.

g. Agreed upon Purchase Price shall be subject to Appraisal reaching Purchase Price. If Appraisal does not reach Purchase Price, Buyer and Seller shall mutually agree to either sell the Property at an average price of three Appraisals or cancelling the Agreement.

15. Modification

Landlord warrants and represents that Landlord is the owner or authorized agent of the Premises, has full authority and right to Lease the Premises and enter into the Lease. Landlord will defend Tenant's right to quiet enjoyment of the leased Premises from the claims of all persons during the Lease term. The Lease and this Addendum may only be modified in writing, and only after first obtaining written approval from Tenant and Franchisor .

IN WITNESS WHEREOF, the parties have executed this Addendum on the day, and the year first written above.

TENANT:

LANDLORD:

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

EXHIBIT E-1

SALES AGREEMENT ADDENDUM

The following provisions shall be added to that one certain Sales Agreement entered into by and between the undersigned Purchaser and Seller and this Addendum ("Addendum" or "Sales Agreement Addendum") shall be attached to said Sales Agreement and shall be incorporated by reference for all purposes. Any obligation in this Addendum due Tint World, LLC ("Tint World, LLC" or "Tint World®") shall be for and in consideration for Tint World, LLC's approval of the transfer of the subject franchise from Seller to Purchaser, subject to the conditions stated herein.

1. Purchaser shall be responsible for all warranty comeback work for services performed at the Tint World® Center whether or not the original service was performed prior to the date of closing of the sale of the Business. In addition, Purchaser shall be responsible for any inter-center warranty work that is charged to the Tint World® Center's account from the closing date forward, whether or not the inter-center warranty work was performed prior to or after the closing of the sale of the Tint World® Center. Nothing in this paragraph shall prevent the purchaser from seeking indemnification from the Seller for warranty comeback charges or inter-center payments, provided such right is contained in the Sales Agreement for the Tint World® Center. Both Purchaser and Seller shall hold harmless and indemnify Tint World, LLC from any and all claims, disputes, causes of action, liability and/or monetary damages, of any type, including attorneys' fees, arising directly or indirectly, from any services originally performed at the subject Tint World® Center prior to closing and/or any comeback warranty work thereon which was performed prior to or after closing of this transaction.

2. On or before the date of Purchaser's Final Review or the date of closing of this transaction, whichever occurs first, the Seller shall be responsible to ensure that all outstanding monies due Tint World, LLC, whether for outstanding franchise fees, advertising contributions, merchandise credits, resale fees and/or other expenses, are paid to Tint World, LLC at its Franchise Headquarters in Boca Raton, Florida. In the event that Tint World, LLC has not received all monies due at the designated time, Buyer shall not be permitted to attend Tint World®'s training and/or final review and shall not be approved as a Tint World® franchisee for the purchase of this Tint World® Center. Furthermore, at the time of closing, if there are any monies due and owing to Tint World, LLC from Seller, Purchaser shall indemnify Tint World, LLC relative to any outstanding continuing Franchise Fees, advertising contributions, merchandise credits, resale fees, interest due thereon, collection costs and/or any other financial obligations due Tint World, LLC from the Seller. In addition, failure by either party to pay these fees may result in immediate revocation of any approvals granted in this transaction, including the Purchaser's Tint World® franchise for this Tint World® Center.

3. The sale of this franchise is contingent upon Tint World, LLC granting to the Seller the necessary approvals from the required personnel of Tint World, LLC. Such approval shall not be unreasonably withheld provided that Purchaser and Seller have complied with all of Tint World, LLC's requirements as provided in this contract for sale and the Tint World® Franchise Agreement. Approval shall not be deemed to be unreasonably withheld if Tint World, LLC believes that the purchase price is excessive or that Purchaser's debt service is so high that in Tint World, LLC's opinion the high debt service would inhibit the purchasing franchisee from succeeding in this Tint World® Center. It will not be deemed unreasonable for Tint World, LLC to condition its approval of the sale on the Purchaser making a down payment equal to thirty percent (30%) of the purchase price.

4. The sale of this franchise is contingent upon Purchaser executing Tint World®'s then current Franchise Agreement, which shall be provided to Purchaser by Tint World, LLC prior to the closing of this transaction. Purchaser must successfully attend and complete Tint World®'s final review approval in Boca Raton, Florida. However, in the case of Seller Assignment to Purchaser less than fifty percent (50%) as an additional partner or shareholder of an of Tint World® License, no Final Review is required. Additionally, the sale of this franchise is subject to Purchaser successfully completing Tint World®'s then current training course held in Boca Raton, Florida. Purchaser shall be responsible for all costs of the training course, including airfare, food, lodging and all other personal expenses. Should Purchaser not successfully complete Tint World®'s then current training course and/or final review prior to closing this sale, Tint World® shall not approve the transfer of the franchise which is intended in this sale.

5. Prior to Purchaser attending the Tint World® final review and/or Tint World® training, Purchaser must have received Tint World®'s current Franchise Disclosure Document and Purchaser must have executed Item 23 to the Franchise Disclosure Document and Item 23 must be on file in Tint World®'s corporate offices for at least fourteen (14) days prior to Purchaser attending Tint World®'s final review and/or training in Boca Raton, Florida.

6. Should Seller receive a security interest in the subject franchise, such security interest shall remain subordinate to Tint World, LLC's interest in this franchise, and before Seller can retake legal title to this franchise upon default of Purchaser, if that becomes necessary, Seller must re-qualify as a Tint World® franchisee. Any and all outstanding monies due to Tint World, LLC resulting from the operation of this franchise shall be paid to Tint World, LLC prior to Seller being re-approved as a franchisee.

7. Should Seller finance any portion of this sale to Purchaser, Seller acknowledges that his/her right to receive future payment from Purchaser under the terms of such financing is subordinated and secondary to Tint World, LLC's rights to receive its required payments for continuing franchise fees, advertising contributions and other periodic fees due Tint World, LLC.

8. On or before closing, Seller shall provide to Tint World, LLC with a duly executed legal instrument entitled Termination by Release in a form provided to Seller by Tint World, LLC.

9. If Seller's Tint World® Center premises were previously used as an automotive service Tint World® Center, Seller may be required to contact the Environmental Protection Agency to have them conduct an environmental audit of the premises, under the direction of the Environmental Protection Agency. Purchaser and Seller shall indemnify and hold harmless Tint World, LLC from any claims, demands, costs, defaults problems or accidents associated with that audit.

10. At Tint World, LLC's discretion, should the company be concerned about the financial abilities of the Purchaser of this Tint World® Center, then Tint World, LLC can require Seller to execute a Guaranty of Performance made in favor of Tint World, LLC in a form acceptable to Tint World, LLC covering some portion of the Franchise term.

11. If there should be any changes to the terms of the Sales Agreement, then Purchaser and Seller shall immediately notify Tint World, LLC of such changes in writing. Failure to notify Tint World, LLC of these changes shall give Tint World, LLC the right to revoke any approvals of the transfer that may have been previously granted to the Purchaser and Seller.

12. If Purchaser and Seller should use the services of an escrow company or third-party escrow agent for the purposes of closing this transaction, then Purchaser and Seller shall notify Tint World, LLC of the name, address and telephone number of such escrow agent prior to Purchaser coming to the Tint World® final review. Such escrow agent shall notify Tint World, LLC of the date of closing and shall not distribute any proceeds of the sale to Seller until Tint World, LLC has received all outstanding funds due the company as well as any outstanding documentation regarding the sale.

13. Purchaser shall execute a collateral assignment of lease in a form acceptable to Tint World, LLC, giving Tint World, LLC an automatic right to an assignment of that lease in the event that either Purchaser's lease or Purchaser's Tint World® Franchise Agreement has been terminated.

14. Seller must execute a noncompetition covenant, in form and substance satisfactory to Tint World, LLC, in favor of Tint World® and Purchaser, agreeing that for a period of not less than two years, starting on the effective date of the transfer, Seller will not directly or indirectly own any legal or beneficial interest in, or render services or give advice to: (1) any competitive business that is located within a ~~twenty~~thirty (~~20~~30) mile radius of the Tint World® Center; (2) any competitive business that is located within a ~~twenty~~thirty (~~20~~30) mile radius of any other Tint World® Center in operation as of the effective date of such transfer; or (3) any entity which grants franchisee, licenses or other interests to others to operate any competitive business.

15. Pursuant to Section XXII of the Franchise Agreement, transferee must execute an agreement, in form and substance satisfactory to Tint World, LLC, to remodel the Tint World® Center, add or replace fixtures, furnishings, equipment and signs and otherwise modify the Tint World® Center so it meets the specifications and standards then applicable for new Tint World® Centers, provided the Purchaser shall not be required to replace equipment or increase the square footage of the Tint World® Center premises if the Purchaser executes an assignment and assumption pursuant to paragraph 4 of this Addendum.

16. Purchaser and Seller shall hold harmless and indemnify Tint World, LLC from and against any claims, causes of actions, claims for damages, including attorney's fees, whether in contract, Tort, or government regulation, that

are related directly or indirectly to the business conducted at the location that is the subject of this transaction and the transfer of ownership of the assets and or stock that is the subject of this transaction.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of this day, in duplicate, and have set forth their signatures with the intention of executing this document.

Date: _____ 202~~5~~6

PURCHASER AS A CORPORATION:

_____, LLC/INC

By: _____
Signature

Print Name, President

The Shareholders of the above corporations/company hereby guarantee the obligations set out in this Addendum to Sales Agreement by signing below.

GUARANTORS OF PURCHASER CORPORATION:

By: _____
Signature

Print Name

PURCHASER AS INDIVIDUAL:

INDIVIDUAL(S):

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

SELLER AS A CORPORATION:

_____, LLC/INC

By: _____
Signature

Print Name, President

GUARANTORS OF SELLER CORPORATION:

By: _____
Signature

Print Name

SELLER AS INDIVIDUAL:

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

EXHIBIT E-2

RESALE ASSISTANCE AGREEMENT

THIS RESALE ASSISTANCE AGREEMENT ("Resale Agreement") is entered into as of _____, (the "Effective Date"), by and between TINT WORLD, LLC, a Florida limited liability company ("Tint World®"), and FRANCHISEE: _____, a [ENTITY TYPE], with a principal address located at _____, ("Franchisee") and GUARANTOR(s): _____, residents of STATE: _____, ("Guarantor"). (collectively, the "Parties").

WHEREAS, Franchisee and Tint World® entered into a Franchise Agreement whereby Franchisee was granted a license from Tint World® to operate a Tint World® franchise at the above referenced location ("Tint World® Center");

WHEREAS, Franchisee wishes to sell its Tint World® Center to a person or legal entity that wishes to continue to operate the business as a Tint World® Center ("Franchisee Prospect");

WHEREAS, Franchisee seeks the assistance of Tint World® to find a qualified Franchisee Prospect, such that the Franchisee Prospect would be considered for the purchase of Franchisee's Tint World® Center; and,

WHEREAS, Tint World® has developed a franchisee resale assistance program whereby Tint World® will attempt to find a Franchisee Prospect who would be qualified to purchase a new Tint World® franchise and therefore would be considered as a prospect to purchase Franchisee's Tint World® Center, and Franchisee wishes to retain the services of Tint World® to offer Franchisee resale assistance pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Nature of Services (No Brokerage). Franchisee retains Tint World® on a non-exclusive basis to provide resale assistance services, including identifying and introducing prospective purchasers ("Prospects"). Tint World® is not acting as a real estate broker or business broker and does not undertake to negotiate the terms of any sale on behalf of Franchisee. Franchisee is solely responsible for negotiating and completing any transaction, subject to the Franchise Agreement.
2. Resale Assistance. Tint World® may introduce Prospects who meet Tint World®'s then-current qualification standards for new franchisees. Any Prospect must independently qualify and be approved in accordance with Tint World®'s standard franchise approval procedures.
3. Scope of Assistance. Tint World® may assist in coordinating the transaction, including: (a) facilitating communications between parties, (b) assisting with lease assignment coordination, (c) supporting franchise approval process, and (d) assisting with closing coordination.
4. Approval of Transfer. Any proposed transfer remains subject to Tint World®'s approval under the Franchise Agreement. Franchisee is solely responsible for providing all requested information to Prospects.
5. Term; Tail. This Agreement shall remain in effect for twelve (12) months. Franchisee shall pay the Resale Assistance Fee if any Prospect introduced, identified, or engaged by Tint World® purchases the Center during the term or within twelve (12) months thereafter, whether or not this Agreement is then in effect.
6. Resale Assistance Fee. Franchisee shall pay Tint World® a resale assistance fee of \$25,000 per Center sold (the "Resale Assistance Fee"), which shall be deemed earned upon execution of a definitive purchase agreement and shall be due and payable at closing or upon transfer of possession, whichever occurs first.
7. Referral Fee. If a Prospect is sourced through Tint World®'s third-party referral network, Franchisee shall also pay a referral fee of \$15,000 per Center sold, payable at closing or transfer of possession. This fee is in addition to the Resale Assistance Fee.

8. No Warranty; Limited Role. Tint World® makes no representation or warranty regarding any Prospect, except that such Prospect meets minimum qualification standards. Franchisee remains solely responsible for evaluating and selecting any purchaser.
9. Indemnification. Franchisee shall indemnify and hold harmless Tint World®, its affiliates, and their respective officers, directors, and employees from claims arising out of the sale of the Center, except to the extent caused by Tint World®'s gross negligence or willful misconduct.
10. Information Sharing. Franchisee authorizes Tint World® to share information regarding the Center with Prospects, subject to reasonable confidentiality practices.
11. Release. As a condition to any approved transfer, Franchisee shall execute Tint World®'s then-current release agreement.
12. Conditional Nature. If no Buyer enters into a binding purchase agreement and closes on the sale of the Center, no Resale Assistance Fee shall be owed, except as otherwise expressly provided in this Agreement.
13. Fee Protection. Franchisee acknowledges that the Resale Assistance Fee and any applicable Referral Fee shall be due and payable if: (a) Tint World® introduces, refers, or identifies a Prospect; or (b) such Prospect was previously identified, contacted, or engaged by Tint World® or its affiliates, including through its franchise development pipeline, marketing efforts, or referral network, whether or not directly introduced to Franchisee. Franchisee agrees that fees shall be payable regardless of whether the transaction is completed directly or indirectly through any affiliate, intermediary, or restructuring of the transaction.
14. Buyer Default; Deposit Participation. If a Buyer enters into a purchase agreement and defaults, and Franchisee retains any portion of the deposit, Franchisee shall pay Tint World® fifty percent (50%) of such retained deposit, payable upon receipt by Franchisee.
15. Non-Circumvention. Franchisee shall not, directly or indirectly, circumvent, avoid, bypass, or interfere with Tint World®'s entitlement to fees under this Agreement. Any sale, transfer, or transaction involving a Prospect introduced, identified, or previously engaged by Tint World® shall be deemed subject to this Agreement. Any violation of this Section shall constitute a material breach, and Franchisee shall remain liable for all fees, together with all damages, costs, expenses, and attorneys' fees incurred by Tint World®.
16. Escrow Payment. Franchisee shall instruct the closing agent, escrow agent, or settlement attorney in writing to disburse the Resale Assistance Fee and any applicable Referral Fee directly to Tint World® from closing proceeds at or prior to closing. Failure to include such instructions shall not relieve Franchisee or Guarantor of liability, and Tint World® shall have the right to recover such amounts directly.
17. Guarantor Liability. Each Guarantor hereby jointly, and severally guarantees the full and timely payment of all amounts due under this Agreement. This guaranty is continuing, absolute, and unconditional, and shall not be affected by any extension, modification, or termination of this Agreement, and shall survive termination or expiration of this Agreement, and shall not be affected by any modification, extension, or settlement.
18. Acknowledgment. Franchisee acknowledges it has had the opportunity to consult with advisors and enters into this Agreement voluntarily.
19. Governing Law; Venue; Jury Trial Waivers. This Agreement shall be governed by the laws of the State of Florida, without regard to conflict-of-laws principles. The Parties agree that exclusive venue and jurisdiction shall lie in the state or federal courts located in Palm Beach County, Florida, and each Party irrevocably submits to such courts. **Notwithstanding the foregoing, this provision shall apply only to the extent permitted by applicable law, and shall not require Franchisee to waive any non-waivable rights under the laws of applicable jurisdictions.** EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. Attorneys' Fees. In the event of any dispute or action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses.

21. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior understandings.

22. Counterpart Execution; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures (including via DocuSign or similar platform) shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"CORPORATE/COMPANY NAME"

TINT WORLD, LLC
a Florida limited liability company

Name of Franchisee's Entity

By: Charles J. Bonfiglio, CEO

a
Corporation, Limited Liability Company or Partnership

Date: _____

By: _____

Print Name and Operating Partner Title

The Guarantor of the above entity hereby guarantee the obligations set out in this Resale Agreement by signing below.

GUARANTOR:

Signature

Print Name

Date: _____

EXHIBIT F

RENEWAL/RESALE/~~MUTUAL~~ RELEASE AGREEMENT

STATE OF FLORIDA
BROWARD COUNTY

THIS RENEWAL/RESALE RELEASE ("Release") is entered into by and between ~~Tint World~~ TINT WORLD, LLC, a Florida Limited Liability Company with its principal offices located at 1000 Clint Moore Road, Suite 110, Boca Raton, Florida 33487 and ~~"Franchisee"~~ ("Franchisee Name: _____"), ~~an individual who resides at "Home Address: _____"~~ ("Tint World®"), and FRANCHISEE: _____, a [ENTITY TYPE], with a principal address located at _____, ("Franchisee") and GUARANTOR(s): _____, residents of STATE: _____ ("Guarantor"). For purposes of this Release, "Tint World®," "Franchisee," and "Guarantor" are sometimes collectively referred to as, "Parties."

WHEREAS, pursuant to that one certain Tint World® Franchise Agreement ("FA" or "Agreement") entered into by and between "Franchisee" and Tint World, LLC and dated "FA Date: _____", Franchisee was granted a license to operate a Tint World® Center located at "Center Address: _____" Store No. _____. Capitalized terms used but not defined have the meanings set forth in the Agreement; _____ "Store No. _____";

WHEREAS, certain circumstances have arisen that necessitate that the franchise relationship granted by the ~~Franchise Effective Dated "FA Date: _____" between Tint World® and Franchisee~~ FA be terminated.

THEREFORE, in consideration of the mutual promises contained herein, and the grant of a termination of the existing Agreement, the sufficiency all of which is hereby confessed, the ~~p~~PParties agree as follows:

~~1. The franchise relationship that has existed between Tint World® and Franchisee is hereby terminated as of the date that this release is signed by both parties to it.~~

21. The Tint World® Franchise Termination of FA. The Agreement that has governed the relationship between Tint World® ~~and~~ Franchisee is, and Guarantor is hereby terminated effective upon ~~the date that this Agreement is signed~~ signature by both ~~p~~PParties and as of the date signed by Tint World® ("Effective Date"), subject to the conditions stated herein.

32. "Franchisee Name: _____", his/her/its heirs, executors, administrators, successors and assigns, hereby releases Tint World, LLC, and its parent, subsidiaries General Release of Tint World® and Related Parties. Except for the surviving obligations under the FA, and in consideration for the termination of the FA, Franchisee and Guarantor, for themselves and on behalf of their current and former officers, directors, shareholders, partners, members, managers, affiliates, agents, attorneys, representatives, predecessors, successors and assigns (collectively, the "**Franchisee Releasing Parties**"), absolutely and unconditionally waive, release and forever discharge Tint World® and its current and former officers, directors, shareholders, partners, members, managers, affiliates, ~~employees~~, agents, ~~attorneys~~, representatives, predecessors, successors and assigns ~~of and from any and all rights, duties, responsibilities, claims or~~ (collectively, the "**Tint World® Released Parties**") from all claims, demands, obligations, liabilities, actions, and causes of action whatsoever, in law or equity, vested or contingent, whether in contract or in tort, existing by common law or by statute, ~~known or unknown, heretofore existing~~ that any Franchisee Releasing Party has or ever had as of the Effective Date arising from, relating to or in connection with (i) any prior development agreement and franchise agreements between Tint World® and "Franchisee", which may have accrued or which may accrue on account of, arising from, or in any manner growing out of or resulting from the franchise relationship and the Tint World® Franchise Agreement governing that relationship. Nothing in this paragraph shall constitute a waiver of future compliance under any law of any state. This section of the release shall become effective 12 months after the date of this Termination by Release as referenced herein, and any claims that Franchisee may have pending, not finally resolved, or may discover relating to his franchise relationship with Tint World®, up to date of this Termination by Release may be asserted by Franchisee without such claim being subject to a dismissal by virtue of this

~~Release. Nothing in this section shall invalidate any statute of limitations that may have run on any claim that Franchisee claims to have against Tint World®, where such statute of limitations would have run prior to or as of the date of this Termination by Release. Nothing in this paragraph shall constitute a waiver of compliance under any law of any state., or~~
Guarantor or their prior or current Affiliates; (ii) the FA and the franchise rights; (iii) the Tint World® Center; (iv) the relationship and course of dealings among any Tint World® Released Party and any Franchisee Releasing Party under or with respect to the FA and the Tint World® Center; and (v) any other event or transaction between or among the Franchisee Releasing Parties and the Tint World® Released Parties, whether known or unknown, that occurred on or before the Effective Date, under any other agreements between or among the Parties. The Franchisee Releasing Parties acknowledge and agree that this is a general release that expressly covers unknown as well as known claims, and they voluntarily waive, release and assume the risk of all claims that exist as of the Effective Date, whether known or unknown to them.

~~4. Subject to the renewal or closing of the sale of the franchise for Store No. _____ and Franchisee's fulfillment of its obligations regarding such renewal or transfer contained in the Franchise Agreement for said Tint World® Center, including but not limited to the payment of all amounts owed to Tint World® for Franchisee's operation of the Tint World® Center, Tint World, LLC, its parent, subsidiary, directors, officers, employees, successors and assigns, hereby releases "Franchisee" from any and all duties, responsibilities and claims that it has or may have now or at any time in the future arising out of the Franchise Agreement, except for the any express obligation or obligations which shall by their terms continue in force beyond the termination or transfer of the Franchise Agreement, including, without limitation, Franchisee's indemnification, confidentiality and non-competition covenants, and regardless of the basis or the manner of the termination or transfer. For clarity, the foregoing release shall not apply to any of Franchisee's or any guarantor's indemnification, confidentiality, or non-competition covenants, which shall survive the termination and/or transfer of the Franchise Agreement. Nothing in this paragraph shall constitute a waiver of compliance under any law of any state.~~

~~5. This Release shall not relieve any party from liability under any applicable state franchise law where such law prohibits the release of such claims.~~

3. Covenant Not to Sue; Dismissal of Pending Matters. Franchisee and Guarantor covenant and agree not to commence, aid, join, encourage, or voluntarily participate in any claim, action, arbitration, regulatory complaint, class action, or other proceeding against any Tint World® Released Party based on any released matter. Any pending or future action within the scope of this Release shall be promptly dismissed with prejudice at Franchisee and Guarantor's sole cost. The Parties acknowledge and agree that any claim or proceeding within the scope of this Release is subject to immediate dismissal, with prejudice, by virtue of this Release, and the Release may be raised as a bar by motion to dismiss, motion for judgment on the pleadings, or motion for summary judgment. Franchisee and Guarantor consent to the entry of an order of dismissal with prejudice on that basis and waive any argument that further discovery is required to enforce this provision.

4. Indemnity for Breach of Release. Franchisee and Guarantor shall defend, indemnify, and hold harmless the Tint World® Released Parties from and against all claims, losses, costs, and expenses (including reasonable attorneys' fees) arising from any breach of Section 2 or Section 3 of this Release or participation by Franchisee in any proceeding barred by this Release.

65. Statutes of Limitations and Repose. Nothing in this Release tolls, extends, revives, or otherwise modifies any applicable statute of limitations, statute of repose, contractual limitation period, notice period, or claim presentment requirement, all of which continue to apply to the fullest extent permitted by law. Tint World® and the Tint World® Released Parties may assert any such limitations or repose periods as independent and cumulative defenses in addition to this Release. To the maximum extent permitted by law, Franchisee and Guarantor waive any equitable or other tolling doctrine based on the existence or negotiation of this Release. This Release shall be binding upon and inure to the benefit of all pParties, their officers, directors, affiliates, successors and assigns.

6. Continued Liability of Franchisee and Guarantor. Franchisee and Guarantor acknowledge and agree that, after the Effective Date, Franchisee and Guarantor will continue to be responsible for all of the obligations to Tint World® under the FA and with respect to the Tint World® Center arising prior to the Effective Date, and thereafter shall remain responsible for those obligations and for all such other obligations that expressly survive the termination of the FA.

7. Disclosures; No Reliance; Independent Counsel. Franchisee and Guarantor acknowledge that they have had the opportunity to consult with independent legal and financial counsel of their choosing, that they enter into this

Release freely and voluntarily, that no Tint World® Released Party has made any promise or representation not set forth in this written Release, and that Franchisee is not relying on any alleged oral or extra-contractual statement. This Release constitutes an arm's-length settlement supported by adequate consideration.

78. Entire Agreement. This Release constitutes the entire agreement between the ~~p~~Parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the ~~p~~Parties relative to contents contained in this ~~Agreement~~Release are merged into this ~~Agreement~~.
Release. There are no other agreements between or among the Parties related to the subject matter herein other than those set forth in this Release and the FA and documents referred to herein⁸. This Release shall not be modified in any manner, except by written instrument signed by both ~~p~~Parties.

9. Governing Law; Venue; Jury Trial/Class Action Waivers. This Release ~~shall be~~is governed by ~~the State of Florida. If it should become necessary to enforce any term(s) of this Release, venue shall be deemed to be proper exclusively in a court of competent jurisdiction encompassed of~~Florida law without regard to conflict-of-laws rules. The Parties agree that exclusive venue and jurisdiction lie in state or federal courts located in Broward County, Florida, and each Party irrevocably submits to such courts and waives any objection based on forum non conveniens or improper venue. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL AND WAIVES PARTICIPATION IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. Counterpart Execution; Electronic Signatures. This Release may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument. Electronic signatures (such as via DocuSign) shall be considered effective for execution purposes.

[Continued and executed on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day, in duplicate, and have set forth their signatures with the intention of executing this document.

“CORPORATE/COMPANY NAME”

TINT WORLD, LLC
a Florida limited liability company

By: _____
Charles J. Bonfiglio, ~~President~~CEO

Date: _____

Name of Franchisee's Entity
a _____
Corporation, Limited Liability Company or Partnership

By: _____

Print Name and Operating Partner Title

INDIVIDUAL(S):

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

Signature

Print Name

Date: _____

EXHIBIT G

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TINT WORLD, LLC

INDEPENDENT AUDITORS' REPORT AND FINANCIAL STATEMENTS

DECEMBER 31, ~~2022~~, 2023, 2024, 2025

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(Modified graphics)

Tint World, LLC

Independent Auditor's Report and Financial Statements

December 31, 2025, 2024 and 2023

Tint World, LLC

Financial Statements

December 31, 2024, 2023 and 2022

Forvis Mazars, LLP
250 E. 200 S., Suite 1200
Salt Lake City, UT 84111
P 801.531.9100 | F 801.531.9147
forvismazars.us



Independent Auditor's Consent

Forvis Mazars, LLP consents to the use in the Franchise Disclosure Document dated April 8, 2026, by Tint World, LLC ("Franchisor"), of our report dated March 31, 2026, relating to the financial statements of the Franchisor for the year ended December 31, 2025.

Forvis Mazars, LLP

**Salt Lake City, Utah
April 8, 2026**

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

(Modified graphics)

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Independent Auditors' Report

Independent Auditor's Report

To the Members'

Tint World, LLC

Boca Raton, Florida

Tint World, LLC

Boca Raton, Florida

Opinion – 2024 Financial Statements

We have audited the accompanying financial statements of Tint World, LLC (the "Company"), which comprise the balance sheets as of December 31, 2024, 2023, and 2022, and the related statements of income and members' equity (deficit), and cash flows for the years ended December 31, 2024, 2023, and 2022, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, 2023, and 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

Basis for Opinion – 2024 Financial Statements

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.

Prior Year Audited by Other Auditors

Responsibilities of Management for the Financial Statements – 2024 Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements. Management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise any substantial doubt about the Company's ability to continue as a going concern within one (1) year after the date that the financial statements are available to be issued.

Auditor's 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 auditor's report that includes

Auditor's 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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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.

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 auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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, including omissions, 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.

- 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.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of that raise substantial doubt about the Company's ability to continue as a going concern for a significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned aggregate that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

March 31, 2026

Other Matter — Report on the 2022 Financial Statements

The financial statements of Tint World, LLC for the year ended December 31, 2022, were audited by other auditors and their reports expressed an unqualified opinion on those financial statements.

HartsteinMichael LLP

Boca Raton, Florida
March 28, 2025

(Modified graphics)

Tint World, LLC Balance Sheets December 31, 2025, 2024 and 2023

Tint World, LLC Balance Sheets December 31, 2024, 2023, 2022		2025	2024	2023
ASSETS				
Current Assets				
Cash	Assets	1,833,101	\$ 4,835,925	\$ 5,353,779
Accounts receivable, net		217,779	128,458	24,023
Prepaid expenses and other current assets		1,761,098	2023 1,119,507	2022 329,864
Deferred costs, current		322,533	797,384	372,965
Total Current Assets		4,134,511	6,881,274	6,080,631
Property and Equipment, Net				
Property and equipment, net		1,119,507	329,864	203,585
Deferred costs, current		49,376	65,212	92,987
Total current assets		6,881,274	6,080,631	6,114,978
Other Assets				
Right of use (ROU) assets - operating		272,097	92,987	-
Intangible assets, net		65,212	258,885	100,639
Intangible assets, net of current portion		738,313	525,988	275,746
Total Other Assets		1,010,410	854,873	1,884,974
Total Assets		\$ 5,187,297	\$ 7,801,359	\$ 8,058,592
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)				
Current Liabilities				
Accounts payable	Liabilities and Members' Equity (Deficit)	\$ 144,779	\$ 151,873	\$ 59,075
Accrued expenses		1,503,486	537,710	754,398
Advances payable		760,390	751,326	734,600
Deferred revenue, current		537,710	754,398	1,111,598
Accrued expenses		855,110	1,753,515	704,050
Right of use liability		751,326	734,600	635,470
Advances payable		1,753,515	704,050	3,008,970
Deferred revenue, current		3,350,190	2,194,424	62,888
Total Current Liabilities		3,194,424	2,333,798	4,958,269
Long-Term Liabilities				
Customer deposits		72,500	175,000	160,000
Right of use liability, net of current portion		175,000	160,000	175,000
Deposits		1,729,615	3,668,750	1,543,915
Deferred revenue, net of current portion		1,554,615	1,554,615	1,368,915
Total Long-Term Liabilities		2,214,025	1,729,615	3,668,750
Total Liabilities		4,924,039	6,002,548	6,502,184
Members' Equity (Deficit)		2,877,320	2,056,044	550,992
Total Liabilities and Members' Equity (Deficit)		\$ 7,801,359	\$ 8,058,592	\$ 7,053,176

(Modified graphics)

Tint World, LLC Statements of Income and Members' Equity (Deficit) Years Ended December 31, 2025, 2024 and 2023

Tint World, LLC			
Statements of Income and Changes in Members' Equity (Deficit)			
For the Years Ended December 31, 2024, 2023, and 2022			
	2024	2023	2022
Revenues			
Royalties	\$ 2,546,839	\$ 2,027,122	\$ 2,292,366
Advertising fees	8,040,082	6,817,477	5,820,855
Revenues, net	10,586,921	8,844,599	8,113,221
Franchise fees	\$ 6,027,122	\$ 5,292,366	\$ 4,788,947
Royalties	1,831,387	1,874,004	1,447,975
Rebates	6,817,477	5,820,855	4,517,450
Advertising fees	2,661,024	2,520,351	2,100,000
Product and service fees	1,899,155	2,911,900	1,527,855
Less: sales discounts and allowances	(13,985)	-	(16,965)
Rebates	1,874,004	1,447,975	865,793
Product and service fees	2,083,014	1,828,323	362,368
Total Revenues	21,101,247	18,233,109	17,556,131
Less: sales discounts and allowances	-	(16,965)	(14,945)
Operating Expenses			
Trade shows	432,523	247,220	140,855
Advertising and marketing fees	8,040,082	7,033,959	5,775,541
Other income	4,671,064	4,161,583	3,638,209
Salaries and wages	19,138,109	17,556,131	12,198,100
Total revenues	4,904,331	3,128,073	3,273,975
Selling, general and administrative	15,130	84,767	91,471
Depreciation and amortization			
Operating costs expenses:			
Advertising fees	6,468,318	5,470,164	4,586,013
Salaries and wages	17,000,554	14,813,382	13,309,196
Total Operating Expenses	4,181,583	3,638,209	2,457,271
Operating Income	2,760,693	2,814,919	1,182,424
Selling, general and administrative	2,760,693	2,814,919	1,182,424
Professional fees	255,896	365,424	883,589
Other income (Expense)	442,921	446,866	371,501
Administration	17,083	-	-
Gain on sale of assets	84,767	91,471	77,884
Depreciation and amortization	(301,849)	-	-
Loss on impairment of intangibles	111,485	93,632	72,899
Rent	312,720	388,511	34,950
Conventions	(247,666)	-	-
Total Other Expense	14,618,382	13,309,196	9,666,531
Net Income	\$ 3,843,927	\$ 4,519,727	\$ 4,246,935
Net income	4,519,727	4,246,935	2,531,569
Members' Equity (Deficit)			
Members' equity (deficit), beginning of the year	\$ 2,056,044	\$ 550,992	\$ (641,294)
Net income	3,843,927	4,519,727	4,246,935
Member distributions	(7,698,451)	(2,741,883)	(1,339,283)
Members' equity (deficit), end of the year	\$ (376,918)	\$ 2,877,320	\$ 2,056,044
Members' equity, end of the year	\$ 2,877,320	\$ 2,056,044	\$ 550,992

See Notes to Financial Statements

(Modified graphics)

Tint World, LLC
Statements of Cash Flows
Years Ended December 31, 2025, 2024 and 2023
Tint World, LLC

Statements of Cash Flows			
For the Years Ended December 31, 2024, 2023, and 2022			
	2025	2024	2023
Operating Activities			
Net income	\$ 2024 901,944	\$ 2023 1,519,727	\$ 2022 4,246,935
Cash flows from operating activities:			
Net income	\$ 4,519,727	\$ 4,246,935	\$ 2,531,569
Depreciation and amortization	12,130	9,767	91,471
Adjustment to reconcile net income to net cash	(17,083)	-	-
Gain on sale of assets	-	-	-
Non-cash operating lease expense	22,011	-	-
Loss on impairment of intangibles	84,764	91,471	77,884
Adjustment to reconcile net income to net cash	(104,435)	78,829	(100,445)
Changes in operating assets and liabilities:			
Accounts receivable	(816,996)	(126,279)	(113,949)
Prepaid expenses and other current assets	508,908	120,975	(315,888)
Deferred costs	(1,762)	(381)	-
Right-of-use asset	92,798	(80,267)	46,927
Accounts payable	(216,688)	(357,200)	242,419
Accrued expenses	16,726	99,130	83,795
Advances payable	(904,670)	(165,085)	1,007,475
Deferred revenue	15,000	(15,000)	140,389
Deposits	3,193,375	3,889,696	3,600,176
Net cash provided by operating activities	(499,100)	(904,670)	(165,085)
Deferred revenue	(102,500)	15,000	(15,000)
Net cash flows from investing activities:			
Purchase of property and equipment	(9,628)	(23,009)	(48,676)
Purchase of intangible assets	4(3,150)	(76,544)	(74,780)
Net cash used in investing activities	(12,778)	(99,553)	(123,456)
Financing Activities			
Cash flows from financing activities:			
Purchase of property and equipment	(6,211)	(9,628)	(23,009)
Members' distributions	(3,698,451)	(2,741,883)	(1,339,283)
Proceeds from sale of property and equipment	(3,698,451)	(2,741,883)	(1,339,283)
Net cash used in financing activities	(7,394,562)	(5,492,511)	(2,701,575)
(Decrease) increase in cash	(517,854)	1,048,260	2,137,437
Net Cash Used in Investing Activities	(18,175)	(12,778)	(99,553)
Cash, beginning of year	5,353,779	4,305,519	2,168,082
Financing Activities			
Cash, end of year	\$ 4,835,925	\$ 5,353,779	\$ 4,305,519
Members' distributions	(7,098,165)	(3,698,451)	(2,741,883)
Net Cash Used in Financing Activities			
	(7,098,165)	(3,698,451)	(2,741,883)
Change in Cash			
	(3,002,824)	(517,854)	1,048,260
Cash, Beginning of Year			
	4,835,925	5,353,779	4,305,519
Cash, End of Year			
	\$ 1,833,101	\$ 4,835,925	\$ 5,353,779
Non-Cash Financing Activity			
Right-of-use asset obtained with operating leases	\$ 294,108	\$ -	\$ -

See Notes to Financial Statements

(Modified graphics)

Tint World, LLC Notes to Financial Statements December 31, 2025, 2024 and 2023 Note 1 – Description of Business

Note 1. Nature of Operations and Summary of Significant Accounting Policies
Tint World, LLC (the "Company") was incorporated on September 22, 2006 under the laws of the State of Florida to engage in the business as a franchisor. The Company utilizes its network of franchisees to provide the following services:

Tint World, LLC (the Company), a wholly-owned subsidiary of TW Holdco, LLC (Holdings), utilizes its network of franchisees Tint World® Automotive Styling Centers specializes in auto and marine window tinting, car and marine window tinting, car audio and electronics, auto security, styling accessories, auto detailing, and audio and electronics, auto security, styling accessories, auto detailing and reconditioning services. Tint World Residential and Commercial Services offer home and office buildings solar and security clear or tinted window films with energy cost saving products.

- Tint World® Residential and Commercial Services offers home and office buildings solar and security clear or tinted window films with energy cost saving products. The Company's franchisees provide free in-home design consultation and professional installation window film from a Tint World® mobile facility.

On September 20, 2020, the Owners of the Company closed on a transaction in which they sold 100% of their equity interests to Holdings, becoming a wholly-owned subsidiary of Holdings at that time. In anticipation of the transaction, the Company's franchisees sold their equity interests, resulting in elevated distributions in 2025 relative to prior years.

Basis of Accounting Accounting Method

The financial statements have been prepared on the accrual basis of accounting in accordance with the Company's financial statements are prepared using the accrual method of accounting. The Company has elected a December 31 year-end.

Revenue Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue is recognized when there is evidence of an arrangement, the fee is fixed and determinable, collectability is reasonably assured, and services have been provided to the franchisee.

Cash Equivalents

The Company considers all highly liquid investments with maturity of ninety (90) days or less to be cash equivalents. The Company had no cash equivalents at December 31, 2024, 2023 and 2022. In addition to the franchise fee, the franchisee will also pay the Company royalties equal to the greater of \$500, subject to increases in CPI, or six percent (6%) of total weekly gross revenues. These payments are made on a weekly basis. The Company had cash deposits in excess of the FDIC limits totaling approximately \$4,244,000, \$4,533,000, and \$3,594,000 at December 31, 2024, 2023 and 2022 respectively. The Company has not experienced any losses in such accounts.

Technology License Fees

The Company recognizes revenues on technology fees of \$700 on a monthly basis as they are billed to the franchisees.

National Advertising Fund Contributions

Franchisees shall contribute a weekly fee to the National Advertising Fund equal to the greater of \$500, subject to increases in CPI, or six percent (6%) of total weekly gross revenues. These payments are made on a weekly basis.

Use of Estimates

The preparation of financial statements in conformity 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.

(Modified graphics)

Tint World, LLC

Notes to Financial Statements

December 31, 2025, 2024 and 2023

Note 2 – Summary of Significant Accounting Policies, continued

Accounts Receivable and Allowance for Uncollectible Amounts

Accounts receivable represents amounts billed but uncollected for services performed. Accounts receivable are recorded at the invoiced amounts and are non-interest bearing. The Company records as revenue and accounts receivable only those amounts deemed collectible based upon experience with its franchisees. Management believes that its accounts receivable are fully collectible and that no allowances for doubtful accounts are required at December 31, 2024, 2023 and 2022, respectively.

Advertising and Marketing Fees

Advertising and sales promotion costs are expensed as incurred. Advertising expenses for the years ended December 31, 2025, 2024 and 2023 were approximately \$8,015,000, 7,224,000 and \$6,306,000, respectively, and are included in advertising and marketing fees in the statements of income.

Property and equipment are recorded at cost and depreciated using the straight-line method over the estimated useful lives of the assets, which range from five (5) to ten (10) years. Expenditures for improvements and betterments, which increase the useful life or substantially increases serviceability of the asset, are capitalized. When property or equipment is sold or otherwise disposed of, the cost and related accumulated depreciations are removed from their respective accounts, and any resulting gain or loss is included in the statements of income and changes in members' equity (deficit).

Income Tax Status

The Company is a partnership for federal income tax purposes. The Company's taxable income or loss is reported to the individual members' for inclusion in their respective tax returns and no provision for federal and state income taxes is included in these financial statements.

Cash

Depreciation is computed using the straight-line method over the following estimated useful lives of the assets:

Asset	Estimated Useful Life
Leasehold improvements	Shorter of life or lease term
Computer and equipment	3 - 5 years
Furniture and fixtures	7 - 10 years
Vehicles	5 years

At December 31, 2025, the Company's cash accounts exceeded federally insured limits by approximately \$1,263,000.

Fair Value of Financial Instruments

The Company's financial instruments include cash, accounts receivable, and accounts payable. The carrying amounts of cash, accounts receivable and accounts payable approximate fair values because of the short-term nature of these instruments. Expenditures for intangible assets are capitalized and amortized using the straight-line method over the estimated useful lives of the assets, which range from five (5) to fifteen (15) years.

Accounts Receivable

Accounts receivable are recorded when revenue is earned. Based on historical collections, the Company believes all receivables are fully collectible and as such, the allowance for credit losses is approximately \$75,000, \$0 and \$0, respectively, as of December 31, 2025, 2024 and 2023.

Management assesses potential impairments to its long-lived assets when there is evidence that events or changes in circumstances indicate that the carrying amount of an asset may not be recovered. An impairment loss is recognized when the undiscounted cash flows expected to be generated by an asset (or group of assets) is less than its carrying amount. Any required impairment loss is measured as the amount by which the asset's carrying value exceeds its fair value and is recorded as a reduction in the carrying value of the related asset and a charge to operating results.

Inventories consist primarily of merchandise purchased by the Company and made available for sale to franchisees. Inventory is measured at the lower of cost or market. The cost of inventory is determined using the first-in, first-out (FIFO) method. There were no impairments of long-lived assets in December 31, 2024, 2023 and 2022. The retail inventory method considers current purchase costs and anticipated selling prices and is applied consistently to inventories with similar characteristics. Inventory is evaluated for obsolescence, excess quantities, and other indicators of impairment. Inventory write-downs, including those related to slow-moving or obsolete merchandise, are recorded as a component of cost of goods sold in the period identified. Once inventory has been written down, a new cost basis is established and is not subsequently written up. As of December 31, 2025, 2024 and 2023, inventory balances were approximately \$267,000, \$0 and \$0, respectively, and are included in prepaid expenses and other current assets on the balance sheet.

(Modified graphics)

Tint World, LLC

Notes to Financial Statements

December 31, 2025, 2024 and 2023

Note 2 – Summary of Significant Accounting Policies, continued

Long-Term Assets

The carrying amounts of the Company's financial instruments, including cash, accounts receivable and accounts payable are carried at historical cost basis, which approximates their fair values because of the short-term nature of these instruments. The Company evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value.

Income Taxes

As a limited liability company, the Company's members are taxed separately on the distributive share of the Company's income, whether or not that income is distributed. Therefore, these financial statements contain no provision or liability for corporate income taxes.

Intangible Assets

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. At December 31, 2024, 2023 and 2022, the Company has no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

Intangible assets were amortized using the straight-line method over the estimated useful life ranging from 1 to 15 years. The Company's tax years are subject to examination by tax authorities generally remain open for three (3) years from the date of filing. As of January 1, 2025, the Company impaired the remaining carrying amount of \$302,000 of intangible assets, the majority of which related to internally developed software. The loss is included in other expense in the accompanying statements of income and members' equity. Fair value was determined based on the income approach.

Advertising costs are expensed as incurred. Advertising costs for the years ended December 31, 2024, 2023 and 2022 totaled approximately \$6,468,000, \$4,570,000 and \$4,586,000, respectively.

Customer Recognition and Deferred Revenue

The Company records revenue in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers. The Company recognizes revenues on the initial franchise fee of \$49,950 for pre-opening and training services when all of the following criteria are met: (1) the parties to the contract have approved the contract and are committed to perform their respective obligations, (2) the Company is able to identify each party's rights regarding the goods or services to be transferred, (3) the Company is able to identify the payment terms for the goods or services to be transferred, (4) the contract has commercial substance and (5) the Company collects all of the consideration to which they are entitled in exchange for the goods and/or services transferred to the franchisee. The initial franchise fee is paid prior to the opening of the store location. These services include site selections, construction buildout, equipment, inventory, training, training materials, marketing, technology, and other pre-opening services. These services are highly interrelated, so management does not consider them to be individually distinct and therefore accounts for them as a single performance obligation. Amounts received and costs incurred prior to completion of its obligations under the franchise agreement are recorded as deferred revenue and deferred costs on the accompanying balance sheets until the opening of the store location. Deferred revenue was approximately \$4,213,000 and \$4,378,000 at January 1, 2024 and 2023 respectively.

Property and equipment acquisitions are stated at cost, less accumulated depreciation. Depreciation is charged to expense over the estimated useful life of the asset. The estimated useful lives for each major depreciable classification of property and equipment are as follows:

Leasehold improvements are amortized over the shorter of the lease term or respective estimated useful lives. The estimated useful lives for each major depreciable classification of property and equipment are as follows:

Asset Classification	Estimated Useful Life
Leasehold improvements	3-5 years
Computer and equipment	3-5 years
Furniture and fixtures	7-10 years
Vehicles	5 years

Leasehold improvements are amortized over the shorter of the lease term or respective estimated useful lives. The estimated useful lives for each major depreciable classification of property and equipment are as follows:

(Modified graphics)

Tint World, LLC Notes to Financial Statements December 31, 2025, 2024 and 2023

Note 2. Property and Equipment

Note 2 – Summary of Significant Accounting Policies, continued

Major classes of depreciable assets as of December 31, 2025, 2024 and 2023 were as follows:

<u>Royalty Fees</u>	2025	2024	2023
The Company recognizes revenues weekly on royalty fees equal to the greater of \$500, subject to increases in CPI, or six (6%) percent of total weekly gross revenues of Tint World® Centers Authorized Franchises and Services.	86,784	86,784	86,784
Furniture and fixtures	-	36,624	36,624
Vehicle	-	36,624	36,624
Leasehold improvements	36,389	36,389	36,389
<u>Technology License Fees</u>			
The Company recognizes revenues on technology fees of \$700 on a monthly basis as they are billed to the franchisee.	(186,232)	(193,489)	(156,086)
Property and equipment, net	\$ 42,376	\$ 65,212	\$ 92,987

Franchisees shall contribute a weekly fee to the National Advertising Fund equal to the greater of \$500, subject to increases in CPI, or six (6%) percent of total weekly gross revenues. Depreciation expense was approximately \$15,000, \$37,000 and \$34,000 for the years ended December 31, 2025, 2024 and 2023, respectively.

Recently Adopted Accounting Pronouncement

Note 5. Deferred Franchise Fee Revenue
In February 2016, the FASB issued Accounting Standards Update ("ASU") No. 2016-02, Leases (Topic 842). ASU No. 2016-02 establishes a right-of-use ("ROU") model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than twelve (12) months. Under Topic 842, leases are classified as either finance or operating, with classification affecting the pattern of expense recognition in the statement of income and member's equity (deficit). (1) the parties to the contract have approved the contract and are committed to perform their respective obligations, (2) the contract conveys a right to control the underlying asset, (3) the contract has commercial substance, and (5) collectability of consideration is probable.

The Company adopted the standard on January 1, 2022, using the modified retrospective method. The adoption of this standard resulted in recognition of a ROU asset and a lease liability, initially measured at the present value of the lease payments. The Company estimates the incremental borrowing rate to discount lease payments based on information available at lease commencement; therefore, they are accounted for as a single performance obligation.

The accounting for finance leases is substantially unchanged. Given the nature of the Company's operation, the adoption of Topic 842 did not have a material impact on the Company's balance sheet, statement of income and member's equity (deficit), or liquidity. As of December 31, 2024, the Company's remaining lease term did not trigger the classification of the ROU asset and liability. As such, the balance was \$0 at December 31, 2024, \$1,753,000 and \$704,000 was considered to be the current portion.

Date of Management's Review

Deferred costs were approximately \$1,061,000, \$1,393,000 and \$1,902,000, respectively, for the years ended December 31, 2025, 2024 and 2023, respectively. The financial statements include management's evaluation and consideration of events and transactions that have occurred subsequent to the date of the financial statements through March 28, 2025, the date at which these financial statements were available to be issued.

EXHIBIT H

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EXHIBIT I-1

FRANCHISEES OPEN AS OF 12/31/2024⁴⁵

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
ALABAMA (32)						
<u>*Store 169</u>	~~Matthew Smith~~ <u>Danny Shenko</u>	446 Cahaba Pk Cir	Birmingham	AL	35242	205-578-1338
Store 133	Stephen & Stephanie Warr	2130 Redstone Road SW	Huntsville	AL	35803	256-517-7305
~~Store 030~~	~~Timothy "Andrew" Dillard~~	~~3621 Resource Dr~~	~~Tuscaloosa~~	~~AL~~	~~35401~~	~~205-614-9006~~
ARIZONA (32)						
*Store 072	~~Peyton Mesa~~ <u>Jordan & Alina Peart</u>	3170 N Arizona Ave	Chandler	AZ	85225	480-562-6810
Store 080	Owen Taylor & Mike Taylor	14870 N Northsight Blvd, Ste 108	Scottsdale	AZ	85260	480-866-8686
~~*Store 178~~	~~Payton Mesa~~	~~No Address Yet~~	~~Tucson~~	~~AZ~~	~~No Zip~~	~~541-817-4088~~
CALIFORNIA (4012)						
Store 127	Habib Golshayan	30601 Canwood Street Suite B	Agoura Hills	CA	91301	416-276-1580
Store 162	~~Weiru Cai & David Vronay~~ <u>Lawrence E Tonti & Jimmy Dang</u>	1931 Market St # B	Concord	CA	94520	925-496-0888
Store 019	Farooq (Frank) Helmand	3030 Osgood Ct	Freemont	CA	94539	510-671-3880
<u>*Store 045</u>	Michael Marden	1210 1 st St	Gilroy	CA	95020	408-610-3810
<u>Store 175</u>	<u>Steve Huszar</u>	<u>4130 Lincoln Blvd</u>	<u>Marina del Rey</u>	<u>CA</u>	<u>90292</u>	<u>424-467-1199</u>
<u>*Store 057</u>	~~Abdul Afaghani~~ <u>Mike Marden</u>	2185 Old Middlefield Way	Mountain View	CA	94043	408-712-2869
~~* Store 099~~	Ryan Klotz & Robert Kerney	26540 Jefferson Ave, Ste C	Murietta	CA	92562	951-319-7466
Store 017	Jian Guan	5812 Miramar Rd	San Diego	CA	92121	858-457-8000
Store 094	David Roche	7360 El Cajon Blvd	San Diego	CA	92115	619-877-8330
Store 034	James Cruz	1355 Grand Ave	San Marcos	CA	92078	760-798-2672
<u>*Store 157</u>	<u>Armin & Michelle Barandeh</u>	<u>2416 AMSLER ST</u>	<u>Torrance</u>	<u>CA</u>	<u>90505</u>	<u>310-294-5040</u>
*Store 166	John Zackery Jones and Jerry Liang	721 Francisco Blvd E	San Rafael	CA	94901	415-458-6480
COLORADO (43)						
~~Store 107~~	~~Allan Jimenez~~	~~3155 Chambers Rd Ste F~~	~~Arura~~	~~CO~~	~~80011~~	~~720-388-6677~~
Store 119	Lance Heroldt	1342 N Academy Blvd	Colorado Springs	CO	80909	719-399-2421

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Store 126	Aaron McCurdy & Carrie Pelton	2415 E Mulberry St, Apt 3	Fort Collins	CO	80524	970-818-8099
Store 101	George Boudouris	151 West County Line Rd	Littleton	CO	80126	404-569-2624
CONNECTICUT (3)						
*Store 148	~~Matthew D. Rossi~~ Danny Shenko	450 Federal Rd #6 & 7	Brookfield	CT	06804	646-996-4915
Store 179	Gregory Nussbaum	29 Pavilions Dr	Manchester	CT	06042	860-432-6616
Store 103	Anthony Cavalcante	253 Main Ave	Norwalk	CT	06851	203-299-2538
DELAWARE (1)						
*Store 077	Shan Shah	400 Maryland Ave	Wilmington	DE	19804	302-595-9100
FLORIDA (2223)						
* Store 006	~~Jeff Moolevliet~~ Timothy & Veronica Blank	2600 NW 2 nd Ave	Boca Raton	FL	33431	561-408-0777
*Store 027	Cary Lopez	1630 Congress Ave	Boynton Beach	FL	33462	561-740-7728
* Store 002	Jeff Moolevliet	5450 West Hillsboro Blvd	Coconut Creek	FL	33073	954-372-1311
Store 053	Jorge Carcamo	2178 NW 87 th Ave	Doral	FL	33172	305-424-8453
*Store 023	Danny Shenko	1260 W Sunrise Blvd	Fort Lauderdale	FL	33311	954-621-1499
*Store 004	Mark Hamilton	12931 Metro Parkway	Fort Meyers	FL	33966	239-800-9552
Store 009	Patrick McNiven	3303 N. University Dr Ste 12	Hollywood	FL	33024	954-639-8800
Store 105	Martin Neville	3907 Baymeadows Rd #5	Jacksonville	FL	32217	904-717-7484
*Store 116	Karan Raj Gupta	1740 Cocoonut Dr Ste 104	Jacksonville Beach	FL	32224	571-214-2752
Store 154	Fred & Mary Orestuk	5126 US Hwy 98 N	Lakeland	FL	33809	863-315-8773
*Store 028	~~Barbra & Pete Muller~~	2100 Ronald Regan Blvd Suite 1008	Longwood	FL	32750	321-247-8468
*Store 113	~~Pete & Barbra Muller~~	3945 W Eau Gallie Blvd, Suite 102	Melbourne	FL	32934	321-676-3100
*Store 056	Mark Hamilton	3883 Davis Blvd	Naples	FL	34104	239-908-0556
*Store 048	Danny Shenko	1581 NE 163 rd St	North Miami	FL	33162	305-504-8687
<u>Store 058</u>	<u>Michael & John Simmons</u>	<u>1720 NW 4th Ave Ste 103</u>	<u>Ocala</u>	<u>FL</u>	<u>34475</u>	<u>352-830-6080</u>
*Store 047	~~Barbara & Pete Muller~~	4811 E Colonial Dr	Orlando	FL	32803	407-896-7077
*Store 052	Todd & Michelle Simms	30950 US Hwy 19 N Unit B	Palm Harbor	FL	34684	727-264-2043
* Store 007	John Blakley & Jeff Beauplan	6941 SW 196 th Ave Suite 13-16	Pembroke Pines	FL	33332	954-385-0049
*Store 161	John & Jennifer Mitchell	6254 North W St	Pensacola	FL	32505	850-786-2627

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
*Store 037	Todd ~~Simms~~ & Michelle Simms	6790 US Hwy 19 N	Pinellas Park	FL	33712	727-341-9595
*Store 060	Danny Shenko	1324 S Federal Hwy	Pompano Beach	FL	33062	954-784-8650
* Store 066	Shay & Natalie Daviko	2000 Tamiami Trail # 217	Port Charlotte	FL	33948	941-229-6055
*Store 026	Cary Lopez	2820 Okeechobee Blvd	West Palm Beach	FL	33409	561-629-7648
GEORGIA (10)						
Store 010	Darshik M & Madhusudan R Patel	3633 Chamblee Dunwoody Rd	Atlanta	GA	30341	404-596-8468
Store 040	Scott Lemmon	1810 Buford Hwy	Cummings	GA	30041	678-614-7872
Store 051	Tae Jeong	3360 Satellite Blvd Ste A1	Duluth	GA	30096	678-456-5557
Store 125	Jeff Arkema	2888 Browns Bridge Rd	Gainesville	GA	30504	404-405-8494
Store 095	Lauren Kruse	3160 Cobb Pkwy, B	Kennesaw	GA	30152	770-226-5544
Store 128	Jason Rogers	884 Buford Drive Ste 100	Lawrenceville	GA	30043	678-323-4733
Store 038	Carlos Moya	880 Holcomb Bridge Rd, Bldg. B, Ste 135	Roswell	GA	30076	678-865-8468
Store 120	David Dinh, Phillip Hibrich, Justin Enriquez	5370 Stone Mountain Hwy Ste 1050	Stone Mountain	GA	30087	404-224-9822
*Store 088	Jose Antonio Mattei	1544 Hwy 74	Tyrone	GA	30290	770-969-0766
Store 074	Shahid Ali & Alexander Khiyayev	2274 Atlanta Rd	Smyrna	GA	30080	770-626-0171
IDAHO (1)						
Store 015	Dan Burrup	9911 W Fairview Ave	Boise	ID	83704	208-376-6100
ILLINOIS (3)						
* Store 139	Brian Wolfe	1766 S Waukegan Rd	Glenview	IL	60085	847-681-3733
*Store 055	Sam Wolf	1510 E Riverside Blvd	Loves Park	IL	61111	815-940-8000
*Store 083	Sam Wolf	1228 N Roselle Rd	Schaumburg	IL	60195	224-804-0246
INDIANA (12)						
<u>*Store 150</u>	<u>Ronald Huling & Barney Storrs</u>	<u>9700 Lakeshore Dr E Ste 1</u>	<u>Carmel</u>	<u>IN</u>	<u>46280</u>	<u>317-975-0071</u>
Store 168	Hunter & Matthew Mishler	51522 State Rd 933	South Bend	IN	46637	574-544-2324
IOWA (1)						
Store 086	Jennifer & Justin Parker	3970 NW Urbandale Dr Ste 3970	Urbandale	IA	50322	515-216-0622
KANSAS (1)						
~~Store 039~~	~~Robert Peel & Austin Gurba~~	~~1301 Santa Fe St~~	~~Olathe~~	~~KS~~	~~66061~~	~~913-815-8468~~
KENTUCKY (2)						
*Store ~~123~~ <u>118</u>	~~Brian Weed~~ <u>Danny Shenko</u>	416 US 31W BYP	Bowling Green	KY	42101	270-241-4385
*Store 172	Scott R. ~~Hellervik~~ &	4143 Bardstown Rd	Louisville	KY	40218	502-632-9006

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
	Susan M. Hellervik					
LOUISIANA (2)						
Store 031	Stephen Klein	5821 Jefferson Hwy	Elmwood	LA	70123	504-708-5366
Store 114	Johnnie Brown	720 E I 10 Service Rd	Slidell	LA	70461	504-766-3400
MARYLAND (1)						
Store 035	Jignesh Patel	717 North Point Blvd	Baltimore	MD	21224	443-242-7154
MICHIGAN (1)						
Store 073	Sohail Khan	28780 Plymouth Rd	Livonia	MI	48150	734-237-7586
MINNESOTA (1)						
Store 062	Jeffrey Cook	3201 County Rd 42 W	Burnsville	MN	55306	651-755-9333

MISSISSIPPI (1)						
Store 064	Thaddeus Grage	2600 Pas Road	Gulfport	MS	39501	228-867-7000
MISSOURI (1)						
*Store 124	~~Andy & Drew Gladstein~~ <u>Danny Shenko</u>	2801 Veterans Marmoreal Parkway	St Louis	MO	63301	502-523-2172
NAVADA (1)						
Store 142	Christian Rivas	1181 S Buffalo Dr	Las Vegas	NV	89117	702-070-4181
NEW HAMPSHIRE (1)						
Store 063	Joel Lafrance	90 N Broadway	Salem	NH	03079	603-328-5158
NEW JERSEY (34)						
*Store 070	~~Paul Bongiorno~~ <u>Christopher Valdes, Justin Vicencio,</u>	52 Hwy 35	Eatontown	NJ	07724	848-456-7044
*Store 196	<u>Christopher Valdes, Justin Vicencio, Maryjane Fornecker</u>	<u>81 US Highway 1 Lot 7.01</u>	<u>Edison</u>	<u>NJ</u>	<u>08817</u>	<u>732-395-7771</u>
*Store 134	Shan Shah	479 Route 38 Ste 2	Maple Shade	NJ	08052	609-710-5318
*Store 100	~~Vikram Patel, Raj Patel, Roshan Patel,~~ <u>& Ne Patel</u>	310 E Route 4	Paramus	NJ	07652	917-509-4737
NEW MEXICO (1)						
<u>Store 025</u>	<u>Chris Gallegos</u>	<u>4520 Alexander Blvd NE Ste B</u>	<u>Albuquerque</u>	<u>NM</u>	<u>87107</u>	<u>505-375-2753</u>
NEW YORK (54)						
*Store 069	Santiago Rojas & Dominica Sarris	311 W Jericho Tpke Ste 311-313	Huntington	NY	11743	631-223-7200
*Store 165	~~Edward M. & Yasmine G-Rosovich~~ <u>Adam Malka</u>	420 Hillside Ave.	New Hyde Park	NY	11040	516-402-3031
*Store 050	Santiago Rojas & Dominica Sarris	4722 Sunrise Hwy Ste B	Massapequa	NY	11762	516-307-0880
*Store 044	~~Stacy Kjaer & Timothy Kjaer~~	~~2900 Route 112~~	~~Medford~~	~~NY~~	~~11763~~	~~631-458-1999~~

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
*Store 061	~~Stacy Kjaer & Timothy Kjaer~~ <u>Adam Malka</u>	1165 E Main St	Riverhead	NY	11901	631-494-3775
NORTH CAROLINA (89)						
*Store 011	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~ <u>Christopher Blevins</u>	1352 NW Maynard Rd	Cary	NC	27513	919-460-1576
*Store 032	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~ <u>David & Cameron Pelletier, Robert G. Harman II, Robert Dwight Harman</u>	6331 South Blvd	Charlotte	NC	28217	704-603-6121
Store 163	Ahmad Sowwan	625 Bonanza Drive, Ste 100-102	Fayetteville	NC	28303	910-900-8318
*Store 029	Todd & Michelle Simms	4407 Landover Rd	Greensboro	NC	27407	336-899-8395
*Store 079	David Pelletier	125 Wilmington Hwy	Jacksonville	NC	28540	910-939-8110
*Store 084	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~ <u>David & Cameron Pelletier, Robert G. Harman II, Robert Dwight Harman</u>	9129 Monroe Rd Ste 100	Matthews	NC	28270	704-941-3058
*Store 089	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~ <u>David & Cameron Pelletier, Robert G. Harman II, Robert Dwight Harman</u>	1240 River Hwy	Mooresville	NC	28117	704-941-3058
<u>*Store 144</u>	<u>Christopher Blevins</u>	<u>3411 Falls of Nuse Rd</u>	<u>Raleigh</u>	<u>NC</u>	<u>27614</u>	<u>919-432-5334</u>
*Store 042	David & Cameron Pelletier, Robert G. Harman II, Robert Dwight Harman	700 Shipyard Blvd, Lot 5	Wilmington	NC	28412	910-493-3636
OHIO (23)						
* Store 090	Ryan J Sawyer	624 Ohio Pike Ste A & B	Cincinnati	OH	45245	513-513-1239
<u>*Store 151</u>	<u>Anthony Boberschmidt & Anne Candido</u>	<u>3511 Round Bottom Rd</u>	<u>Cincinnati New Town</u>	<u>OH</u>	<u>45244</u>	<u>513-580-7102</u>
Store 177	Joshua Vanlandingham	2002-2009 Crown Plaza Dr # 15 & 16	Columbus	OH	43235	937-209-1198
OKLAHOMA (1)						
<u>*Store 146</u>	~~Charles G. White~~ <u>Grant Pack</u>	10322 East 71 st St	Tulsa	OK	74133	918-236-0311

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
PENNSYLVANIA (3)						
Store 110	Vernon L. Wise	790 Commerce ~~Park-~~ ~~Drive~~ Pk Dr	Cranberry Township	PA	16066	724-566-1149
Store 033	Brandon Blume	11730 Frankstown Rd	Pittsburgh	PA	15235	412-254-8468
Store 097	~~Brad Lloyd~~ Sanwal Imran	674 Baltimore Pike	Springfield	PA	19064	610-214-2083
SOUTH CAROLINA (2)						
*Store 068	Tom Nixon	707 Dupont Rd	Charleston	SC	29407	843-641-7793
*Store 071	Tom Nixon	520 N Lake Dr	Lexington	SC	29072	803-828-0008
TENNESSEE (65)						
<u>*Store 115</u>	~~Earl House~~ Jose Antonio Mattei	7327 Lee Hwy	Chattanooga	TN	37412	423-381-8300
Store 078	Gamaliel ~~Martinez,~~ & Modesto Martinez	305 Tiny Town Rd, Ste A	Clarksville	TN	37042	931-378-8895
*Store 117	~~Brian Weed~~ Danny Shenko	500 S Mainstreet	Goodlettsville	TN	37072	615-549-7211
~~*Store 076~~	~~Matt Sewell~~	~~5112 Old Summer Rd~~	~~Memphis~~	~~TN~~	~~38122~~	~~901-254-8794~~
*Store 136	~~Brian Weed~~ Scott & Susan Hellervik	12641 Lebanon Rd	Mount Juliet	TN	37122	629-230-2086
Store 092	Craig Nangle	1622 NW Broad St Ste 173701	Murfreesboro	TN	37129	615-538-1881
TEXAS (2528)						
Store 108	Gloria & Juan Guerrero	820 S Treadaway Blvd	Abilene	TX	79602	325-480-8001
Store 043	Nadeem Chawdhry	8605 Burnet Rd, Ste 200	Austin	TX	78757	512-593-5000
*Store 020	Michael Richards	6260 Southwest Blvd	Benbrook	TX	76109	817-230-8211
*Store 096	John & Emily Howerton	118 Trademark St, Ste 502	Buda	TX	78610	512-566-9903
*Store 131	~~Mykel Walker & Kiran Sheehan~~ Chaudhry Ayaz	670 FM 3083, Ste 204-205	Conroe	TX	77301	435-215-4344
<u>*Store 111</u>	Chaudhry Ayaz	20330 Tuckerton Rd	Cypress	TX	77433	281-720-8588
Store 013	Arif Notta	4238 Maple Ave	Dallas	TX	75219	972-872-8468
<u>Store 190</u>	Daniel A. Rothberg	3801 N. Interstate 35 Ste 134 & 138	Denton	TX	76207	940-239-8887
<u>*Store 102</u>	Rodolfo & Myriam Guerrero	7741 Lockheed Dr	El Paso	TX	79925	915-615-7077
*Store 016	Michael Richards	1231 William D Tate	Grapevine	TX	76051	817-659-2988
Store 091	Brian & Carolina Singh	3115 Foundren Rd Ste 3115	Houston	TX	77063	832-416-1677
Store 176	Bernard Mugi	12741 East Fwy	Houston	TX	77015	713-347-9081
Store 087	Chad & Rene Bailey	8090 FM 1960 Rd E	Humble	TX	77346	832-995-0622
Store 005	Mark Eastland	5905 US 79, Ste 110	Hutto	TX	78634	512-553-9292

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
Store 021	Jason & Christy Hempel	610 Katy Fort Bend Road, Ste 200	Katy	TX	77492	281-392-7507
Store 109	Terry & Elen Rawlins	1704 Carrollton Ave	Killeen	TX	76541	254-730-4499
Store 012	Acey & Kerry Light	7018 82 nd St	Lubbock	TX	79424	806-686-6010
Store 059	Pedro Flores	900 S Midkiff Rd	Midland	TX	79701	432-312-8507
*Store 049	Asghar Jowkari	2015 Highway 9 A	Missouri City	TX	77489	832-726-0600
*Store 147	Kevin & Allyson McBreen	553 S Business 35	New Braunfels	TX	78130	830-214-7822
<u>Store 155</u>	<u>Cory & Vanessa Chiu</u>	<u>2103 W Pioneer Pkwy</u>	<u>Pantego</u>	<u>TX</u>	<u>76013</u>	<u>817-642-7682</u>
Store 145	Jose Jair Tapia Cervantes & Francisco Rafael Torija Macias	812 E Interstate 2	Pharr	TX	78577	956-329-6555
*Store 018	Grant Paek	7001 Rowlett Rd	Rowlett	TX	75089	972-939-1383
Store 046	Rob Mclellan & Brandon Potter	5630 NW Loop 410	San Antonio	TX	78238	210-718-0066
*Store 054	~~Mykel Walker & Kiran Sheehan~~ <u>Chaudhry Ayaz</u>	24707 Oakhurst Dr	Spring	TX	77386	832-404-2212
Store 014	Jeff Rackley	3800 Main St	The Colony	TX	75056	214-912-0488
Store 156	Dan Billings	1734 Pat Booker Rd	Universal City	TX	78148	210-357-6822
Store 036	John Anhalt	1424 W Nasa Pkwy	Webster	TX	77598	281-378-6888
UTAH (2)						
Store 123	Terry Word	14659 S 855 W, Bldg. B, Unit 102	Bluffdale	UT	84065	801-784-2060
* Store 132	Scott Moffitt, Hesston Parkins, Jeffrey Stokes,	476 East Riverside Dr	St. George	UT	84790	435-862-3399
VIRGINIA (3)						
Store 098	Ronnie Davis	685 Jay Clyde	Newport News	VA	23601	757-974-0400
* Store 085	Mike Darcy	8280 Midlothian Turnpike	North Chesterfield	VA	23235	804-459-8792
Store 065	LeRoy Schubert	42750 Trade West Dr	Sterling	VA	20166	703-436-4900
WASHINGTON (2)						
*Store 140	Lewis Pollak & Nathaniel Pollak	6747 State Hwy 303 NE Bremerton	Bremerton	WA	98311	360-360-2132
*Store 167	Lewis Pollak & Nathaniel Pollak	7002 Tacoma Mall Blvd Ste C-D	Tacoma	WA	98409	253-292-2212
WISCONSIN (2)						
~~*Store 152~~	~~Eric Michael Metzger~~	~~N88W15176 MAIN ST~~	~~Menomonee Falls~~	~~WI~~	~~53051~~	~~262-345-4420~~
Store 197	Jake Ryan Schubert, Taylor James Lee Behnke, Morgan Marguerite Behnke	1200 John P Livesey Blvd Ste 101	Verona	WI	53593	608-620-0953

Total USA Tint World® Centers Open ~~139~~142

Canada

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
CANADA (5)						
<u>*Store 4008</u>	Zaeem Faiz	3-2279 Fairview St	Burlington ON	Canada	L7R 2E3	905-234-0822
Store 4009	Todd & Danielle Miller	12227 156 St NW	Edmonton AB	Canada	T5V 1N4	780-944-9115
*Store 4001	Trevor & Sue Dwyer	4-631 Fortune Crescent	Kingston ON	Canada	K79 0L5	613-777-0965
<u>*Store 4004</u>	~~Tracey Ehl, Luke & Doug Harrison~~ Zaeem Faiz	6465 Millcreek Dr	Mississauga ON	Canada	MGB 1B8	289-468-8468
Store 4005	Tejsingh Matharu	1735 Bayly St	Pickering ON	Canada	L12W 3G7	647-710-1234

Total Canadian Tint World® Centers Open 5

United Arab Emirates (Master Franchise Developer 6 Stores)

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
UAE (1)						
*Store 2001	Mr. Khalil Hijazi	118 th Street Industrial Area 1	Al-Ain	UAE	11187	011-971-50-730-0339

Saudi Arabia

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
SAUDI ARABIA (1)						
Store 3001	Nour Homsy & Ms. Ammar Abuthuraya	3107 Al Murabihon Branch Rd	Riyadh, Ar Rabwah	Saudi Arabia	11187	+966-2-660-8050

The Franchisees marked with an asterisk (*) are Multi-Unit Developers.

EXHIBIT I-2

NEW FRANCHISE STORE PURCHASES, BUT NOT OPEN AS OF 12/31/2024⁵

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
~~CALIFORNIA~~ AZONA (92)						
1-Store ~~195~~ ¹⁸³	~~Matthew Scott & Cara Lynn O'Brien~~ Vinita & Amit Bhatnagar	No Address Yet	~~Fresno~~ Goodyear	~~CA~~ ^{AZ}	No Zip	~~599-903-6971~~ ⁷ ~~20-979-8657~~
<u>1-Store 081</u>	<u>Daniel Gagnon & Rodney Soloway</u>	<u>No Address Yet</u>	<u>Scottsdale</u>	<u>AZ</u>	<u>No Zip</u>	<u>812-480-4936</u>
CALIFORNIA (6)						
* ~~2~~ ¹ -Stores ~~157~~ ⁸	Armin & Michelle Barandeh	2416 Amsler St	~~Torrance,~~ Huntington Bch	CA	No Zip	404-667-4811
*2-Stores ~~153~~	~~Ryan Klotz & Robert Kerney~~ John Zackery Jones & Jerry Liang	No Address Yet	~~Irvine, Orange County~~ Marin County, San Mateo	CA	No Zip	~~760-470-2315~~ ⁸ ~~08-542-4007~~
* ~~2~~ ¹ -Stores ~~121~~	~~Zaw Moe Naing~~ Christopher & Synthia Catuogno	~~41300 Lincoln Blvd~~ E Edinger Ave, Ste B	~~Marina del Rey, Beverly Hills~~ Santa Ana	CA	~~90292~~ ⁹²⁷⁰⁵	~~424-610-6387~~ ⁷ ~~27-483-8171~~
*2-Stores ~~174~~	~~John Zackery Jones & Jerry Liang~~ Joseph Young	No Address Yet	~~San Diego, Marin, Alameda~~ Rancho Bernardo	CA	No Zip	~~808-542-4007~~ ⁷ ~~20-979-8657~~
FLORIDA (9)						
* ~~2~~ ¹ -Stores ~~001~~	~~John Sullivan & Gina Sullivan~~ Charles J Bonfiglio	~~1324 N Washington Blvd Ste 200~~ 3416 S Federal Hwy	~~Sarasota, Brandon~~ Delray Beach	FL	~~34236~~ ³³⁴⁸³	~~754-281-6067~~ ⁹ ~~54-439-3299~~
*1-Store 171	John & Jennifer Mitchell	No Address Yet	Destin	FL	32505	850-786-2627
*1-Store ~~NA~~	~~Timothy & Veronica Blank~~ Pete Muller	No Address Yet	~~Lauderhill~~ Orlando	FL	~~33351~~ ^{No Zip}	~~954-548-0353~~ ³ ~~21-676-3100~~
*2-Store 164/188	<u>John Sullivan & Gina Sullivan</u>	<u>1316 N Washington Blvd Ste 200 / 4009 W Gandy Blvd</u>	<u>Sarasota, Tampa</u>	<u>FL</u>	<u>34236</u> <u>33611</u>	<u>754-281-6067</u>
*1-Store ~~160~~	Karan Raj Gupta	No Address Yet	St Augustine	FL	32224	571-214-2752
* 1-Store ~~067~~	~~Shay & Natalie Daviko~~ Gary Maller	No Address Yet	~~Venice Town 'n'~~ Country	FL	No Zip	~~904-597-4266~~ ⁷ ~~27-492-3439~~
* ~~2~~ ¹ -Stores ~~106~~	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~ Jeffery Paul Bajza	No Address Yet	~~Orlando~~ Wesley Chapel	FL	No Zip	~~561-451-7224~~ ⁹ ~~15-526-9911~~
* 1-Store ~~041~~	~~Barbara & Pete Muller~~ Ivo Marrachinho & Renee Ramirez	No Address Yet	~~Orlando~~ West Delray Beach	FL	No Zip	~~321-247-8468~~ ⁹ ~~78-514-0444~~
GEORGIA (4)						

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
*1-Store 112	Jose Antonio Mattei	No Address Yet	~~Midtown-Atlanta~~ Lakeland	GA	No Zip	770-969-0766
* ~~32~~ -Stores 137	Zain & Shiraz Attawala, Sagar & Mehboob Panjwani, Salim Chhotto	2305 Watson Blvd	Warner Robins, Alpharetta , Conyers	GA	31093	312-721-7342
ILLINOIS (1)						
*1-Store NA	Brian Wolfe	No Address Yet	Deerfield	IL	60025	312-961-5762
INDIANA (3)						
1-Store 182	Joshua & Lindsey Stephens	8100 E US Highway 36 Ste L-M	Avon	IN	46123	317-407-3054
* ~~32~~ -Stores 192	Ronald Huling & Barney Storrs	9700 Lake Shore Dr E Ste 1	~~Carmel,~~ Clarksville, Lawrence	IN	46280	~~384-86-3526~~ 26 9-986-5294
KENTUCKY (21)						
~~*1-Store~~	~~Ryan J Sawyer~~	~~No Address Yet~~	~~Erlanger~~	~~KY~~	~~No Zip~~	~~513-310-8512~~
*1-Stores NA	Scott R. & Susan M. Hellervik	No Address Yet	Louisville	KY	No Zip	615-306-4537
MARYLAND (1)						
1-Store 141	Zeeshan Shah & Marvin Motaghi	6730 Ritchie Hwy Unit 2	Glen Burnie	MD	21061	443-682-4407
~~MASSACHUSETTS~~ MINNESOTA (41)						
* ~~4~~ 1-Stores 075	~~Zachary Nussbaum,~~ ~~Zachary Cohen,~~ ~~Samantha Cohen~~ Nick Jorczak	No Address Yet	~~Boston~~ Minnetonka	~~NCM~~ N	No Zip	~~561-451-7224~~ 7 63-744-8680
MISSOURI (2)						
*2-Stores NA	~~Andy & Drew Gladstein~~ Danny Shenko	No Address Yet	St Louis	MO	No Zip	502-523-2172
NAVADA (2)						
1-Store 135	Ron Barrett & Chris Barrett	2575 E Craig Rd A & B	North Las Vegas	NV	89030	702-846-3505
1-Store 139	Noel & Malinda Parson	No Address Yet	Spring Valley	NV	No Zip	702-491-0233
NEW JERSEY (7)						
*5-Stores NA	Vikram Patel, Raj Patel, Roshan Patel, Neil Patel	1071 Bloomfield Ave	West Caldwell, Essex, Summerset Hudson, Union	NJ	07006	973-452-7514
~~1-Store 196~~	~~Christopher Valdes,~~ ~~Justin Vicencio,~~ ~~Maryjane Fornecker~~	~~81 US Hwy 1 Block-703, Lot 7.01~~	~~Edison~~	~~NJ~~	~~08817~~	~~732-766-6035~~
1-Store ~~093~~ NA	Switu Sha	No Address Yet	Lawrenceville	NJ	No Zip	201-478-1894
NEW MEXICO (1)						
1-Store ~~025~~ 194	~~Chris Gallegos~~ Ronald Roberts	~~4520 Alexander Blvd NE Ste B~~ No Address Yet	~~Albuquerque~~ Saddle River	~~NMN~~ J	~~87107~~ No Zip	~~505-927-4410~~ 8 45-637-7576
NEW YORK (42)						
*1-Store 044	Santiago Rojas & Dominica Sarris	1870 Route 112, Ste A	Medford	NY	11763	631-458-1999

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
1-Store 143	Brian Benstock, Murat Deljanin, Jason Graciano, Andrew Diffenderfer, Ashley Lepczyk	330 Central Ave	White Plains	NY	10606	917-418-1514
NORTH CAROLINA (7)						
~~Store 144~~	~~Christopher Blevins~~	~~13411 Falls, Neuse Rd, # 102~~	~~Raleigh~~	~~NC~~	~~27614~~	~~703-585-7414~~
~~*6 Stores 151~~	~~Zachary Nussbaum, Zachary Cohen, Samantha Cohen~~	~~No Address Yet~~	~~Concord, Belmont, Raleigh Durham, Holly Springs~~	~~NC~~	~~No Zip~~	~~561-451-7224~~
OHIO (2)						
* ~~2~~ 1-Stores ~~NA~~	Anthony Boberschmidt & Anne Candido	3511 Round Bottom Rd	Cincinnati	OH	45244	513-257-1899
TENNESSEE (3)						
~~* 1-Store 185~~ ~~173~~	~~Matt Sewell~~ ~~Mark McIntyre~~	~~No Address Yet~~ ~~7369 State Route 3, Unit 7~~	~~Colli~~ ~~Westerville~~	~~TN~~ ~~O H~~	~~No Zip~~ ~~43082~~	~~901-254-8794~~ ~~5 85-370-0627~~
~~*1-Store 123~~ ~~Brian Wood~~ ~~No Address Yet~~ ~~Gallatin~~ ~~TN~~ ~~No Zip~~ ~~770-712-0466~~						
~~* 1-Stores 122~~	~~Scott R. & Susan M. Hellervik~~ ~~Shoaib Rasool~~	No Address Yet	~~Mount Juliet~~ ~~Addison~~	~~TN~~ ~~T X~~	~~37122~~ ~~No Zip~~	~~615-306-4537~~ ~~4 69-247-5250~~
TEXAS (8)						
*1-Store 189	Kevin & Allyson McBreen	No Address Yet	Austin	TX	78130	512-626-0174
~~*1-Store 111~~	~~Mykel Walker & Kiran Sheehan~~	~~20330 Tuckerton Rd, Suite 700~~	~~Cypress~~	~~TX~~	~~77433~~	~~281-720-8588~~
~~1~~ *2-Store ~~190~~ ~~186~~	~~Daniel A. Rothberg~~ ~~Grant Peak~~	No Address Yet	~~Denton~~ ~~Highland Park, Rockwall~~	TX	No Zip	~~214-403-6851~~ ~~9 49-274-0635~~
*2-Stores 198	Charles ~~E. Perez~~ & Lisa ~~O. Perez~~	7010 State Hwy 71, ~~Ste 20~~	Leander, Cedar Park	TX	~~08817~~ ~~787 35~~	~~361-244-6744~~ ~~7 37-295-0058~~
~~1~~ *2-Store ~~155~~ ~~104~~	~~Cory & Vanessa Chiu~~ ~~Myriam & Rodolfo Guerrero~~	~~2103 W Pioneer Rd Ste 333~~ ~~No Address Yet~~	~~Pantego~~ ~~El Paso~~	TX	~~76013~~ ~~No Zip~~	~~No Number~~ ~~915-52 6-9911~~
~~*2~~ 1-Stores ~~s 082~~	~~Grant Peak~~ ~~Kishan Patel, Hiteshkumar Patel, Shefali Patel~~	No Address Yet	~~Plano,~~ ~~Rockwall~~ ~~Grand Prairie~~	TX	No Zip	~~949-274-0635~~ ~~8 17-460-9239~~
VIRGINIA (2)						
*1-Store 170	Jose Tapia	7601 N 29th St. Ste. 80 & 90	McAllen	TX	78504	956-533-9150
1-Store 130	Jai Rajasekaran	No Address Yet	McKinney	TX	No Zip	704-665-7774
*1-Store 181	Sam Jowkari	No Address Yet	Pearland	TX	No Zip	832-800-6427

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
~~*2~~ 1-Stores <u>184</u>	~~Michael~~ ~~Darey~~ <u>Samer</u> <u>Moussa</u>	No Address Yet	~~Norfolk &~~ ~~Short Pump~~ <u>Plano</u>	~~VAT~~ <u>X</u>	No Zip	~~703-843-5694~~ <u>72-672-7797</u>
WASHINGTON STATE (1)						
1-Store 149	Morgan Barnes	No Address Yet	Federal Way	WA	No Zip	928-430-7516
WISCONSIN (1)						
~~*1-Store~~	~~Eric Michael~~ ~~Metzger~~	~~No Address Yet~~	~~Milwaukee~~	~~WI~~	~~No Zip~~	~~414-481-4150~~

Total New USA Tint World® Centers Not Yet Open 6856

Canada

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
CANADA (1)						
*1-Store 4011	Trevor Dwyer	No Address Yet	Concord	Canada	No Zip	613-483-3698

Total New Canadian Tint World® Centers Not Yet Open 1

United Arab Emirates (Master Franchise Developer 6 Stores)

CENTER	OWNER NAME	ADDRESS	STATE CITY	COUNTRY	ZIP CODE	PHONE
UAE (5)						
*5-Stores	Mr. Khalil Hijazi	118 th Street Industrial Area 1	Al-Ain	UAE	11187	+011-971-50-7 30-0339

Total New UAE Tint World® Centers Not Yet Open 5

The Franchisees marked with an asterisk (*) are Multi-Unit Developers.

EXHIBIT I-3

FORMER US FRANCHISEES, LIST OF FRANCHISES WHO HAVE LEFT THE SYSTEM 1/1/2025 ~~1/1/2024~~ to 12/31/2024~~5~~

USA RESALES

Franchisees that have resold the business assets and transferred the franchise.

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
ALABAMA (1)						
Store ~~030~~ <u>169</u>	~~James Wesley Jones- H & Taylor- Barnette~~ <u>Matthew Smith</u>	~~3621 Resource Dr~~ <u>446 Cahaba Pk Cir</u>	~~Tusealoosa~~ <u>Bir mingham</u>	AL	~~35401~~ <u>3524 2</u>	~~205-614-9006~~ <u>2 05-578-1338</u>
ARIZONA (~~2~~<u>1</u>)						
<u>*Store 072</u>	~~Roger- Redmond~~ <u>Peyton Mesa</u>	3170 N Arizona Ave	Chandler	AZ	85225	480-562-60 <u>8</u> <u>10</u>
~~Store 080~~	Greg Lea	~~14870 Northsight- Blvd~~	~~Scottsdale~~	~~AZ~~	~~85260~~	~~480-866-8686~~
CALIFORNIA (~~13~~<u>4</u>)						
Store ~~034~~ <u>162</u>	~~Weiru Cai & Gregory Alan~~ <u>David Vronay</u>	~~1355 Grand- Ave~~ <u>1931 Market St # B</u>	~~San- Marcos~~ <u>Concord</u>	CA	~~92078~~ <u>9452 0</u>	~~760-798-2672~~ <u>9 5-496-0888</u>
COLORADO (4) Store 175	Zaw Moe Naing	4130 Lincoln Blvd	Marina del Rey	<u>CA</u>	<u>90292</u>	<u>424-467-1199</u>
~~*~~ Store ~~107~~ <u>057</u>	~~Aaron McCurdy & Lisa Hunter~~ <u>Abdul Afaghani</u>	~~3155 Chambers- Rd~~ <u>2185 Old Middlefield Way</u>	~~Aurora~~ <u>Mountain View</u>	~~COC~~ <u>A</u>	~~80011~~ <u>9404 3</u>	~~720-388-6677~~ <u>4 8-712-2869</u>
CONNECTICUT (1)						
Store 148	~~Jamil- Payne~~ <u>Matthew D Rossi</u>	450 Federal Rd #6 & 7	Brookfield	CT	06804	646-996-4915
FLORIDA (~~2~~<u>1</u>)						
<u>*Store 006</u>	~~Michael- Halperin~~ <u>Jeff Moolevliet</u>	2600 NW 2 nd Ave	Boca Raton	FL	33431	561-408-0777
~~Store 053~~	~~Andres Rangel- Jessica Lissette~~	~~2178 NW 87th Ave~~	~~Doral~~	~~FL~~	~~33172~~	~~305-424-8453~~
GEORGIA~~KENTUCKY~~ (1)						
<u>*Store 038</u> <u>118</u>	~~Darshik M.- Patel~~ <u>Brian Weed</u>	~~Holecomb RD- Bldg B Ste 135~~ <u>416 US 31W BYP</u>	~~Reswell~~ <u>Bowli ng Green</u>	~~GAK~~ <u>Y</u>	~~30076~~ <u>4210 1</u>	~~678-865-8468~~ <u>2 70-241-4385</u>
ILLINOISMISSOURI (1)						
<u>*Store 083</u> <u>124</u>	~~Marshall Davis- Andy & Drew Gladstein~~	~~1228 N Roselle- Rd~~ <u>2801 Veterans Marmoreal Parkway</u>	~~Schaumburg~~ <u>St Louis</u>	~~IL~~ <u>MO</u>	~~60195~~ <u>6330 1</u>	~~224-804-0246~~ <u>5 02-523-2172</u>
INDIANA (2)						
~~Store 168~~	~~Geza Bruckner & Kyle Bruckner~~	~~51522 State Rd 933~~	~~South Bend~~	~~IN~~	~~46637~~	~~574-544-2324~~
~~*Store 168~~	~~Brian Wolfe~~	~~51522 State Rd 933~~	~~South Bend~~	~~IN~~	~~46637~~	~~574-544-2324~~
MARYLANDNEW JERSEY (1)						
Store ~~035~~ <u>070</u>	~~Paul Sawhney~~ <u>Bongiorno</u>	~~717 N Pont Blvd~~ <u>52 Hwy 35</u>	~~Baltimore~~ <u>Eato ntown</u>	~~MDN~~ <u>J</u>	~~21223~~ <u>0772 4</u>	~~410-388-0282~~ <u>8 48-456-7044</u>

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
NEW ~~JERSEY~~YORK (2)						
Store ~~134~~ <u>165</u>	~~Maurice Hooks & Davante Hooks~~ <u>Edward & Yasmine Rosovich</u>	~~479 Route 38 W~~ <u>420 Hillside Ave.</u>	~~Maple Shade Township~~ <u>New Hyde Park</u>	~~NJ~~ <u>NY</u>	~~08052~~ <u>1104</u> <u>0</u>	~~609-710-5318~~ <u>16-402-3031</u>
*Store ~~100~~ <u>061</u>	~~Michael Spinnato~~ <u>Stacy Kjaer & Timothy Kjaer</u>	~~310~~ <u>1165 E Route-4</u> <u>Main St</u>	~~Paramus~~ <u>Riverhead</u>	~~NJ~~ <u>NY</u>	~~07652~~ <u>1190</u> <u>1</u>	~~551-266-5322~~ <u>631-494-3775</u>
NORTH CAROLINA (24)						
*Store ~~163~~ <u>011</u>	~~Shawn & Jaysen McMaster Forman, Candace Krueger~~ <u>Zachary Nussbaum, Zachary Cohen, Samantha Cohen</u>	~~625 Bonanza Dr Ste-100 & 102~~ <u>1352 NW Maynard Rd</u>	~~Fayetteville~~ <u>Cary</u>	NC	~~28303~~ <u>2751</u> <u>3</u>	~~910-900-8318~~ <u>919-460-1576</u>
*Store ~~029~~ <u>032</u>	~~Shawn & Jaysen McMaster Forman, Candace Krueger~~ <u>Zachary Nussbaum, Zachary Cohen, Samantha Cohen</u>	~~4407 Landover Rd~~ <u>6331 South Blvd</u>	~~Greensboro~~ <u>Charlotte</u>	NC	~~27407~~ <u>2821</u> <u>7</u>	~~336-899-8395~~ <u>704-603-6121</u>
*Store <u>084</u>	<u>Zachary Nussbaum, Zachary Cohen, Samantha Cohen</u>	<u>9129 Monroe Rd Ste 100</u>	<u>Matthews</u>	<u>NC</u>	<u>28270</u>	<u>704-941-3058</u>
*Store <u>089</u>	<u>Zachary Nussbaum, Zachary Cohen, Samantha Cohen</u>	<u>1240 River Hwy</u>	<u>Mooresville</u>	<u>NC</u>	<u>28117</u>	<u>704-941-3058</u>
OKLAHOMA (1)						
<u>Store 146</u>	<u>Charles G White</u>	<u>10322 East 71st St</u>	<u>Tulsa</u>	<u>OK</u>	<u>74133</u>	<u>918-236-0311</u>
PENNSYLVANIA (1)						
<u>Store 097</u>	<u>Brad Lloyd</u>	<u>674 Baltimore Pike</u>	<u>Springfield</u>	<u>PA</u>	<u>19064</u>	<u>610-214-2083</u>
TENNESSEE (13)						
* ~~Store 115~~	~~Brian Weed~~ <u>Earl House</u>	<u>7327 Lee Hwy</u>	<u>Chattanooga</u>	<u>TN</u>	<u>37421</u>	<u>423-381-8300</u>
*Store <u>117</u>	<u>Brian Weed</u>	<u>500 S Mainstreet</u>	<u>Goodlettsville</u>	<u>TN</u>	<u>37072</u>	<u>615-549-7211</u>
*Store <u>136</u>	<u>Brian Weed</u>	<u>12641 Lebanon Rd</u>	<u>Mount Juliet</u>	<u>TN</u>	<u>37122</u>	<u>629-230-2086</u>
TEXAS (3)						
*Store ~~096~~ <u>131</u>	~~Mark & Alexia Eastland~~ <u>Mykel Walker & Kiran Sheehan</u>	~~670 FM 3083, 118 Trademark St~~ <u>Ste 204-205</u>	~~Buda~~ <u>Conroe</u>	TX	~~78610~~ <u>7730</u> <u>1</u>	~~512-566-9903~~ <u>435-215-4344</u>
~~Store 046~~	~~Rudy Ries~~	~~5630 NW Loop 410 Ste 101~~	~~Leon Vally~~	~~TX~~	~~78238~~	~~210-718-0066~~
*Store <u>054</u>	~~John Anhalt~~ <u>Mykel Walker & Kiran Sheehan</u>	<u>24707 Oakhurst Dr</u>	<u>Spring</u>	<u>TX</u>	<u>77386</u>	<u>832-404-2212</u>
*Store <u>111</u>	<u>Mykel Walker &</u>	<u>20330 Tuckerton Rd</u>	<u>Cypress</u>	<u>TX</u>	<u>77433</u>	<u>281-720-8588</u>

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
	Kiran Sheehan					

Total USA Resale Tint World® Centers ~~2124~~ NOTES:

Store ~~030~~169 Owner, ~~James Wesley Jones II & Taylor Barnette, Sold~~[Matthew Smith, Transferred](#) the business assets to ~~new~~-franchisees: ~~Timothy "Andrew" Dillard~~[Danny Shenko](#).

Store ~~072~~ Owner, ~~Roger Redmond~~[Peyton Mesa](#), Sold the business assets to ~~a new~~-franchisees: ~~Peyton Mesa~~[Jordan & Alina Peart](#).

Store ~~080~~162 Owner, ~~Greg Lea~~[Weiru Cai & David Vronay](#), Sold the business assets to ~~a new~~-franchisee: ~~Owen Taylor and Mike Taylor~~[Lawrence Tonti & Jimmy Dang](#).

Store ~~034~~175 Owner, ~~Gregory Alan, Sold~~[Zaw Moe Naing, Transferred](#) the business assets to ~~a new~~-franchisee: ~~James Cruz~~[Steve Huszar](#).

Store ~~107~~057 Owner, ~~Aaron McCurdy & Lisa Hunter~~[Abdul Afaghani](#), Sold the business assets to ~~a new~~-franchisee: ~~Allan Jimenez~~[Mike Marden](#).

Store ~~148~~ Owner, ~~Jamil Payne~~[Matthew D Rossi](#), Sold the business assets to ~~a new~~-franchisee: ~~Matthew D Rossi~~[Danny Shenko](#).

Store ~~006~~ Owner, ~~Michael Halperin~~[Jeff Moolevliet](#), Sold the business assets to ~~other~~-franchisees: ~~Jeff Moolevliet~~[Timothy & Veronica Blank](#).

Store ~~053~~118 Owner, ~~Andres Rangel Jessica Lissette~~[Brian Weed](#), Sold the business assets to ~~a new~~-franchisee: ~~Jorge Careamo~~[Danny Shenko](#).

Store ~~038~~124 Owner, ~~Darshik M. Patel~~[Andy & Drew Gladstein](#), Sold the business assets to ~~a new~~-franchisee: ~~Carlos Moya~~[Danny Shenko](#).

Store ~~083~~070 Owner, ~~Marshall Davis~~[Paul Bongiorno](#), Sold the business assets to ~~another~~-franchisee: ~~Sam Wolf~~[Christopher Valdes & Justin Vicencio](#).

Store ~~168~~5 Owner, ~~Geza & Kyle Bruckner~~[Ed & Yasmine Rosovich](#), Sold the business assets to ~~another~~-franchisee: ~~Brian Wolfe~~[Adam & Stefanie Malka](#).

Store ~~061~~ [Owner, Stacy Kjaer & Timothy Kjaer, Transferred the business assets to franchisee: Adam Malka.](#)

Store ~~168~~011 Owner, ~~Brian Wolfe~~[Cohen & Nussbaum Group](#), Sold the business assets to ~~a new~~-franchisee: ~~Hunter & Matthew Mishler~~[Chris Blevins](#).

Store ~~035~~2 Owner, ~~Paul Sawhney~~[Cohen & Nussbaum Group](#), Sold the business assets to ~~a new~~-franchisee: ~~Jignesh Patel~~[Pelletier-Olinger-Harman](#).

Store ~~134~~084 Owner, ~~Maurice & Davante Hooks~~[Cohen & Nussbaum Group](#), Sold the ~~the~~ business assets to ~~another~~-franchisee: ~~Shan Shah~~[Pelletier-Olinger-Harman](#).

Store ~~100~~089 Owner, ~~Michael Spinnato~~[Cohen & Nussbaum Group](#), Sold the business assets to ~~another~~-franchisee: ~~Vikram Patel, Raj Patel, Roshan Patel, Ne Patel~~[Pelletier-Olinger-Harman](#).

Store ~~146~~ [Owner, Charles G White, Transferred the business assets to franchisee: Grant Pack.](#)

Store ~~163~~097 Owner, ~~Shawn & Jaysen McMaster Forman, Candace Krueger~~[Brad Lloyd](#), Sold the business assets to ~~a new~~-franchisee: ~~Ahmad Sowwan~~[Sanwal Imran](#).

- Store 029115** Owner, ~~Shawn & Jaysen McMaster Forman, Candace Krueger~~ Earl House, Sold the business assets to ~~another~~ franchisee: ~~Todd & Michelle Simms~~ Jose Antonio Mattei.
- Store 096117** Owner, ~~Mark & Alexia Eastland~~ Brian Weed, Sold the business assets to ~~a new~~ franchisee: ~~John and Emily Howerton~~ Danny Shenko.
- Store 046136** Owner, ~~Rudy Rios~~ Brian Weed, Sold the business assets to ~~a new~~ franchisee: ~~Rob McLellan and Brandon Potter~~ Scott & Susan Hellervik.
- Store 131** Owner, Mykel Walker & Kiran Sheehan, Sold the business assets to franchisee: Chaudhry Ayaz.
- Store 054** Owner, ~~John Anhalt~~ Mykel Walker & Kiran Sheehan, Sold the business assets to ~~another~~ franchisee: ~~Mykel Walker & Kiran Sheehan~~ Chaudhry Ayaz.
- Store 1151** Owner, ~~Brian & Andrea Weed~~ Mykel Walker & Kiran Sheehan, Sold the business assets to ~~new~~ franchisees: ~~Earl House~~ Chaudhry Ayaz.

USA TERMINATED

Franchisees that have been terminated for loss of location to meet operational requirements, abandonment, or at Franchisee's request with Tint World®'s approval.

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
USA (27)						
<u>Store 030</u>	<u>Timothy "Andrew" Dillard</u>	<u>3621 Resource Dr</u>	<u>Tuscaloosa</u>	<u>AL</u>	<u>35401</u>	<u>205-614-9006</u>
~~Store 024178~~	~~Aisha & Arthur Veal~~ <u>Payton Mesa</u>	~~1108 South York~~ <u>3656 N Oracle Rd</u>	~~Bensenville~~ <u>Tu</u> <u>cson</u>	~~IL~~ <u>AZ</u>	~~601068570~~ <u>5</u>	~~224-588-8468~~ <u>5</u> <u>41-817-4088</u>
~~Store 144107~~	~~Nicklaus T Wayne Allan Jimenez~~	<u>3155 Chambers Rd</u> ~~13411 Falls of Neuse Rd, # 102~~ <u>Ste F</u>	~~Raleigh~~ <u>Arura</u>	~~NC~~ <u>CO</u>	~~276148001~~ <u>1</u>	~~919-432-5334~~ <u>7</u> <u>20-388-6677</u>
<u>Store 039</u>	<u>Robert Peel</u>	<u>1301 Santa Fe St</u>	<u>Olathe</u>	<u>KS</u>	<u>66061</u>	<u>913-815-8468</u>
<u>Store 044</u>	<u>Stacy Kjaer</u>	<u>3165 Route 112</u>	<u>Medford</u>	<u>NY</u>	<u>11763</u>	<u>631-458-1999</u>
<u>Store 076</u>	<u>Matt Sewell</u>	<u>5112 Old Summer Rd</u>	<u>Memphis</u>	<u>TN</u>	<u>38122</u>	<u>901-254-8794</u>
<u>Store 152</u>	<u>Eric Metzger</u>	<u>N88W15176 Main St</u>	<u>Menomonee Falls</u>	<u>WI</u>	<u>53051</u>	<u>262-345-4420</u>

Total USA Terminated Tint World® Centers 27 **NOTES:**

- Store 024030** Owners, ~~Aisha & Arthur Veal lost their lease and vacated the premises in December 2024, therefore~~ Timothy Dillard, had personal health issues and abandoned the business; therefore, it was terminated under a the Franchise Agreement.
- Store 144178** Owner, ~~Nicklaus T Wayne vacated the premises in December 2024, therefore was terminated under a Franchise Agreement. After closing, the lease and~~ Payton Mesa, had temporarily closed the business, and owns the building and is seeking to transfer the business assets ~~was transferred with a lease or building purchase~~ to a new franchisee: ~~Christopher Blevins, and is re-opening April 1st 2024.~~
- Store 107** Owner, Allan Jimenez, had personal issues, lost the lease location and closed the business; therefore, it was terminated under the Franchise Agreement.
- Store 039** Owner, Robert Peel, was near the end of his franchise term and closed the business; therefore, it was terminated under the Franchise Agreement.

- Store 044** Owner, Stacy Kjaer, was near the end of their lease premises, and sold the business assets to another franchisee: Santiago Rojas & Dominica Sarris, who are relocating the Center to a new location.
- Store 076** Owner, Matt Sewell, lost the lease location and closed the business; therefore, it was terminated under the Franchise Agreement.
- Store 152** Owner, Eric Metzger, temporarily closed the business, and owns the building and is seeking to transfer the business assets with a building purchase.

CANADIAN RESALES

Franchisees that have resold the business assets and transferred the franchise.

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
CANADA (2)						
Store 4004	~~Pragya Dikshit & Antriksh Chauhan~~ <u>Tracey Ehl, Luke & Doug Harrison</u>	6465 Millcreek Dr	Mississauga ON	Canada	MGB 1B8	289-468-8468
Store 4005	~~Rob Lebovie~~ <u>Tejsingh Matharu</u>	1735 Bayly St	Pickering ON	Canada	L12W 3G7	647-710-1234

Total Canadian Resale Tint World® Centers 2 NOTES:

- Store 4004** Owners, ~~Pragya Dikshit & Antriksh Chauhan, Sold the business assets to a new franchisee:~~ Tracey Ehl, Luke & Doug Harrison, Sold the business assets to franchisee: Zaeem Faiz.
- Store 4005** Owner, ~~Rob Lebovie~~ Tejsingh Matharu, Sold the business assets to ~~a new franchisee: Tejsingh Matharu~~ Kashif Bilal Khan, Syed Zulfiqar Mehdi.

EXHIBIT I-4

LIST OF FRANCHISES WHO HAVE SELF-TERMINATED UN-OPENED LICENSES 1/1/2025 ~~1/1/2024~~ to 12/31/245

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
~~ARAZONA~~ CALIFORNIA (24)						
*2-Stores	~~Ramesh Kandasamy,~~ ~~Kavin Kandasamy,~~ ~~Suganya Easwaran~~	No Address Yet	~~Deer Valley,~~ ~~Gilbert~~	AZ	No Zip	~~469-877-0451~~
CALIFORNIA (5)						
1-Store	~~Christopher~~ ~~Thomas~~ <u>Matthew</u> <u>Scott & Cara Lynn</u> <u>O'Brien</u>	No Address Yet	~~San~~ ~~Clemente~~ <u>Fresno</u>	CA	No Zip	~~951-479-7611~~ <u>59</u> <u>9-903-6971</u>
~~4~~ 2-Stores	~~Zorawar Singh~~ <u>Ryan</u> <u>Klotz & Robert</u> <u>Kerney</u>	No Address Yet	<u>Irvine,</u> ~~Long~~ ~~Beach~~ <u>Orange</u> <u>County</u>	CA	No Zip	~~626-253-7000~~ <u>76</u> <u>0-470-2315</u>
<u>1-Stores</u>	<u>Zaw Moe Naing</u>	<u>4130 Lincoln</u> <u>Blvd</u>	<u>Beverly Hills</u>	<u>CA</u>	<u>90292</u>	<u>424-610-6387</u>
~~COLORADO~~ FLORIDA (14)						
1-Store	~~Ryan Heinitz~~ <u>Shay &</u> <u>Natalie Daviko</u>	No Address Yet	~~Castle~~ ~~Rock~~ <u>Venice</u>	~~CO~~ FL	No Zip	~~720-557-6518~~ <u>90</u> <u>4-597-4266</u>
~~FLORIDA (1)~~ <u>2-Stores</u>	<u>Zachary Nussbaum,</u> <u>Zachary Cohen,</u> <u>Samantha Cohen</u>	<u>No Address Yet</u>	<u>Orlando</u>	<u>FL</u>	<u>No Zip</u>	<u>561-451-7224</u>
* 1-Store	~~John Blakley &~~ ~~Jeff~~ ~~Beauplan~~ <u>Barbara &</u> <u>Pete Muller</u>	No Address Yet	~~Miramar~~ <u>Orlando</u>	FL	~~33332~~ <u>No</u> <u>Zip</u>	~~941-229-6055~~ <u>32</u> <u>1-247-8468</u>
~~INDIAN~~ KENTUCKY (1)						
1-Store	~~James & Kimberly~~ ~~Riehman~~ <u>Ryan J</u> <u>Sawyer</u>	No Address Yet	~~Indianapolis~~ <u>Erlanger</u>	~~IN~~ KY	~~46062~~ <u>No</u> <u>Zip</u>	~~224-250-4086~~ <u>51</u> <u>3-310-8512</u>
~~NAVADA~~ MASSACHUSETTS (24)						
* ~~24~~ Stores	~~Scott Moffitt,~~ ~~Hesston Parkins,~~ ~~Jeffrey~~ ~~Stokes~~ <u>Zachary</u> <u>Nussbaum, Zachary</u> <u>Cohen, Samantha</u> <u>Cohen</u>	No Address Yet	~~Enterprise,~~ ~~Henderson~~ <u>Boston</u>	~~NV~~ NC	No Zip	~~435-862-3399~~ <u>56</u> <u>1-451-7224</u>
NORTH CAROLINA (36)						
* ~~36~~ Stores	~~Shawn McMaster &~~ ~~Jaysen Foreman~~ <u>Zachary Nussbaum,</u> <u>Zachary Cohen,</u> <u>Samantha Cohen</u>	No Address Yet	~~Weddington,~~ ~~Winston Salem,~~ ~~Asheville~~ <u>Concord</u> <u>, Belmont,</u> <u>Raleigh Durham,</u> <u>Holly Springs</u>	NC	No Zip	704-426-0886
~~OHIO~~ TENNESSEE (32)						
* ~~3~~ Stores	~~Bounpone~~ ~~Phetlasymongkhon~~	~~60 Rosehill Rd~~	~~Reynoldsburg,~~ ~~Canal~~ ~~Winchester~~	OH	43068	~~614-570-0529~~

CENTER	OWNER NAME	ADDRESS	CITY	STATE	ZIP CODE	PHONE
~~SOUTH CAROLINA (4)~~						
* 1-Store	~~Tom Nixon~~ <u>Matt Sewell</u>	No Address Yet	~~Summerville~~ <u>Collierville</u>	~~SC~~ <u>TN</u>	No Zip	~~843-641-7793~~ <u>901-254-8794</u>
* ~~3~~ <u>1</u> -Stores	~~Shawn McMaster & Jaysen Foreman~~ <u>Brian Weed</u>	No Address Yet	~~Greenville-Spartanburg, Columbia~~ <u>Gallatin</u>	~~SC~~ <u>TN</u>	No Zip	~~704-426-0886~~ <u>770-712-0466</u>
~~TEXAS (3)~~						
~~1~~ -Store	~~Brent Pounders~~	~~No Address Yet~~	~~McKinney~~	~~TX~~	~~No Zip~~	~~501-658-4073~~
<u>VIRGINIA (2)</u>						
*2-Stores	~~Ramesh Kandasamy, Kavin Kandasamy, Suganya Easwaran~~ <u>Michael Darcy</u>	No Address Yet	~~Norfolk & Saginaw, Shadow Creek~~ <u>Short Pump</u>	~~TX~~ <u>VA</u>	No Zip	~~469-877-0451~~ <u>703-843-5694</u>
~~WASHINGTON~~<u>WISCONSIN (1)</u>						
* 1-Store	~~Lewis Pollak & Nathaniel Pollak~~ <u>Eric Michael Metzger</u>	No Address Yet	~~Bellevue-Milwaukee~~	~~WA~~ <u>WI</u>	No Zip	~~571-258-1490~~ <u>414-481-4150</u>

Total Self-Terminated Un-Opened USA Tint World® Licenses 2624 NOTES:

These Franchises were not opened due to Owners not developing the franchise within the development schedule and any extensions made by request, but later chose to not peruse developing the franchise.

Canada

CENTER	OWNER NAME	ADDRESS	PROVIDENCE	COUNTRY	ZIP CODE	PHONE
CANADA (<u>10</u>)						
~~1~~ Store	Rammy- Kemaleddine	No Address Yet	Edmonton	Canada	No Zip	780-906-2222

Total Self-Terminated Un-Opened Canadian Tint World® Licenses 10 NOTES:

~~These Franchises were not opened due to Owners not developing the franchise within the development schedule and any extensions made by request, but later chose to not peruse developing the franchise.~~

There no Franchises who Self Terminated un-opened Licenses.

EXHIBIT J

STATE DISCLOSURE ADDENDA AND FRANCHISE AGREEMENT ADDENDA

Following this page are addenda to the Franchise Agreement and Multi-Unit Development Agreement for the following states:

1. Arkansas
2. California
3. Connecticut
4. Hawaii
5. Illinois
6. Indiana
7. Iowa
8. Louisiana
9. Maryland
10. Minnesota
11. Missouri
12. Nebraska
13. New Jersey
14. New York
15. North Carolina
16. North Dakota
17. Rhode Island
18. South Carolina
19. South Dakota
20. Washington
21. Wisconsin

You must sign the signature page for the Franchise Agreement and Multi-Unit Development Agreement Addenda if:

- (1) You are an individual resident of any of these states; or
- (2) You are an entity formed in any of these states; or
- (3) You are an entity with your principal place of business in any of these states; or
- (4) Your Designated Territory will be in any of these states.

If none of these conditions applies, then this exhibit is not applicable to you.

ARKANSAS

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Arkansas:

1. Any provision of the Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, waiver, or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates applicable law.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

CALIFORNIA

“THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.”

1. Neither franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
2. California Business and Professions Code 20000 through 20043 provide rights to Franchisee concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the 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 California law.
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 in ~~Broward~~Palm Beach County, Florida with the costs being borne by each party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The franchise agreement requires application of the laws of the State of Florida. This provision may not be enforceable under California law.
8. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

9. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
10. Our website (www.tintworld.com) has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection & Innovation at www.dfpi.ca.gov.
11. The highest interest rate allowed by law in California is 10% annually.
12. Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and spouse's marital and personal assets at risk if your franchise fails.
13. 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.
14. **Registration of this franchise does not constitute approval, recommendation or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

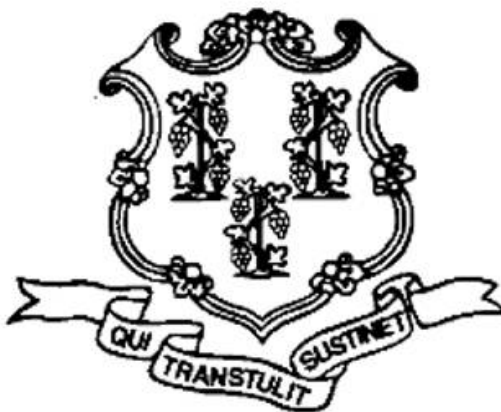
By: _____
(Signature)

Franchisee

By: _____
(Signature)

CONNECTICUT

DISCLOSURES REQUIRED BY CONNECTICUT LAW



The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

BUSINESS OPPORTUNITY DISCLOSURE

The following business opportunity disclosure is provided by Tint World, LLC, a registered business in the State of Connecticut.

Disclosure Document ~~is~~ dated: April 28, 2025, as amended October 23, 2025

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Connecticut:

1. The following provision will be added to the Agreement Agent for Service of Process. Our agent in Connecticut authorized to receive service of process is Connecticut Banking Commissioner, 260 Constitution Plaza, Hartford, Connecticut 06103-1800.
2. Under the Agreement, we will lend you one copy of the Brand Standards Manual within 15 days after we sign the Agreement. We are not required to deliver any other items, equipment, supplies or operational guidelines to you prior to your beginning operation of your Development Business.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Hawaii:

1. Any provision of the Agreement that requires you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is deleted from the Agreement.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

Franchisee

By: _____
(Signature)

By: _____
(Signature)

ILLINOIS

The following provisions will supersede and apply to all franchises offered and sold in 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.

Franchisee's 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.

The State of Illinois Attorney General 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 Illinois Attorney General has imposed a requirement for us to maintain a surety bond. The surety bond is in the amount of \$249,750 with "United States Fire 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.

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.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

Franchisee

By: _____
(Signature)

By: _____
(Signature)

INDIANA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the offering circular, the Agreement, or State of Incorporation law, if these provisions are in conflict with Indiana law.

2. 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 including any material breach of the Agreement, will supersede the provisions of the Agreement to the extent it may be inconsistent with this prohibition.
3. Any provision in the Agreement which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that the provision violates this law.
4. The Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Agreement:

No Limitation on Litigation. Notwithstanding the foregoing provisions of any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any the contractual provision violates the Indiana Deceptive Franchise Practices Law.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

IOWA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Iowa:

1. Any provision in the Agreement which would result in your waiver of any rights under Iowa Business Opportunity Promotions Law before or at the time of signing the Agreement is void to the extent that the provision violates this law.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

LOUISIANA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Louisiana:

1. Any condition, stipulation or provision in the Agreement which would result in your wavier of any rights established by Louisiana law is void to the extent that the condition, stipulation, or provision violates this law.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

MARYLAND AMENDMENT TO THE FRANCHISE DISCLOSURE DOCUMENT

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. 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.
- B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

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

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

**MARYLAND AMENDMENT TO THE FRANCHISE AGREEMENT,
AND MULTI-UNIT DEVELOPMENT AGREEMENT**

1. The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
2. 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.
3. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. 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.
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. The Acknowledgment Section II and III of the Franchise Agreement does not apply to Maryland franchisees.
8. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the Tint World, LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

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.

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that the contractual provision violates this law.
2. Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to exclusive mediation.
3. The following language will appear in the Agreement.
4. No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, This Agreement will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.
5. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subs. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Agreement.
6. We will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and the ~~System~~Brand sStandards .
7. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.

Franchisee

By: _____
(Signature)

Franchisee

Franchisee

By: _____
(Signature)

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

MISSOURI

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Missouri:

1. Termination provisions contained in the Agreement will afford you 90 days' written notice in advance of any termination, except that 90 days' notice is not required for termination as a result of your criminal misconduct, fraud, abandonment, bankruptcy, insolvency, or giving a "no account" or "insufficient funds" check to us.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

Franchisee

By: _____
(Signature)

By: _____
(Signature)

NEBRASKA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Nebraska:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Nebraska.
2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of any franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchisee, or heirs of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

Franchisee

By: _____
(Signature)

By: _____
(Signature)

NEW JERSEY

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises subject to the New Jersey Franchise Practices Act:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New Jersey.
2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of

stock or debentures to employees, personnel of the franchise, or heir of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.

3. Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the Agreement.

Franchisee

Franchisee

Tint World, LLC

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

NEW YORK

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in 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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

- A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
- B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
- C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under

the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. 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.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

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

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

NORTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of North Carolina:

1. Agent for Service of Process. Our agent in the State of North Carolina authorized to receive service of process is the North Carolina Secretary of State, 2 South Salisbury Street, Old Revenue Complex, Raleigh, North Carolina 27601.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.
2. To the extent the Agreement would otherwise violate North Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of North Dakota, will be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or State of Incorporation law.
4. Item 17 (c) of the Disclosure Document and Section VII.B of the Franchise Agreement, which require the franchisee to sign a general release upon renewal of the franchise agreement, are hereby deleted.
5. Section XXV.N of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. This requirement is deleted for Tint World® Centers operated in North Dakota.
6. Section XXIV of the Franchise Agreement is hereby amended by the addition of the following language: "Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Section XXV of the Franchise Agreement is hereby amended by the addition of the following language: "Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business."
8. Section XXV of the Franchise Agreement and, if applicable, Article 12 of the Multi-Unit Development Agreement, is hereby amended by the addition of the following language: "Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law."
9. Section XXV of the Franchise Agreement and, if applicable, Article 7.8 of the Development Rights Rider, is hereby amended by the addition of the following language: "Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply."

10. 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.

11. The State of North Dakota 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 North Dakota Securities Department has imposed a requirement for us to maintain a surety bond. The surety bond is in the amount of \$50,000 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.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent the Agreement would otherwise violate Rhode Island law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of Rhode Island, will be commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

SOUTH CAROLINA

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of South Carolina:

1. Agent for Service of Process. Our agent in South Carolina authorized to receive service of process is the South Carolina Secretary of State, 1205 Pendleton Street, Suite 525, Columbia, SC 29201.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of South Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.
2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Agreement will be and remain subject to the construction, enforcement, and interpretation of the laws of the State of Incorporation.
3. To the extent that the Agreement would otherwise violate South Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Development Business operating in the State of South Dakota, will be commenced and maintained, at our election, in the state courts of South Dakota or the United States District Court for South Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.
4. Termination provisions covering breach of the Agreement, failure to meet performance and quality standards, and failure to make payments contained in the Agreement will afford you thirty (30) days written notice with an opportunity to cure said default prior to termination.
5. REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.
6. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

WASHINGTON VIRGINIA

Washington State Addendum to the Franchise Agreement, Multi-Unit Agreement and Pre-Closing Questionnaire and any related agreements

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of ~~Washington~~ Virginia:

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

WASHINGTON

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement and Multi-Unit Development 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, ~~C~~chapter 19.100 RCW will prevail.
2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement ~~in~~ or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the franchise agreement ~~in~~ or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including the areas of termination and renewal of your those summarized in Item 17 of the ~~f~~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 ~~S~~state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights ~~executed by~~ in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights to waive compliance with any provision~~ under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, ~~in accordance with RCW 19.100.220(2).~~ In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they ~~reflect~~ 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~~ 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~~ inflation). As a result, any provisions ~~s~~ contained in the franchise agreement or elsewhere that ~~conflict~~ conflicts with these limitations ~~are~~ is void and unenforceable in Washington.

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

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

~~Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchise and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experiences with the franchisor.~~

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.

19. Sections I, II and III of the Franchise Agreement do not apply in Washington.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

WISCONSIN

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats. supersedes any provisions of the Agreement that are inconsistent with that law.

IN WITNESS WHEREOF, the parties hereto have duly signed this document as of the Effective Date of the Franchise Agreement between the parties.

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Tint World, LLC

By: _____
(Signature)

Franchisee

By: _____
(Signature)

Franchisee

By: _____
(Signature)

EXHIBIT K

FRANCHISE APPLICATION AND DEPOSIT RECEIPT

The undersigned ("Applicant") hereby submits this application for consideration in connection with the potential grant of a franchise license for the operation of a Tint World® Center to be located in the following general area:

(the "Market Area")

Applicant acknowledges and agrees that Tint World, LLC ("Tint World®") has granted no rights whatsoever to the Applicant with respect to the Market Area and that Tint World® now or in the future may open and operate, and grant to others the right to own and operate, Tint World® Centers anywhere, including within the Market Area, subject to any contrary provisions contained in any now existing or future franchise agreements entered into with Applicant.

Applicant represents and warrants that the information contained in the attached Franchise Application Form is true and correct and fairly reflects Applicant's financial position as of the date hereof.

Applicant may withdraw this application at any time before Applicant and Tint World® enter into a Franchise Agreement and/or Multi-Unit Development Agreement upon written notice to Tint World®. Applicant understands that Tint World® has the right to deny this application for any reason whatsoever, including without limitation:

1. Tint World® determines that the information in the Financial Qualification Form is not true and correct or does not fairly reflect the financial condition of the Applicant, or that the Applicant is not qualified to purchase a Tint World® Center franchise; or

2. Tint World® determines for whatever reason that the awarding of a Tint World® Center franchise would not be in the best interest of the Applicant or Tint World®.

Applicant agrees Tint World® will have no liability for any denial of the application.

Applicant acknowledges and agrees that, even if Tint World® approves Applicant's application, Tint World® may revoke any offer to grant a franchise to Applicant at any time. Applicant acknowledges and agrees that Applicant must wait at least 14 calendar days after Applicant receives Tint World®'s franchise disclosure document, and at least seven calendar days after Applicant receives a copy of the Tint World® franchise agreement with all material blanks filled in, before Applicant signs any binding agreement with Tint World® and before Applicant pays any consideration to Tint World® or any of its affiliates.

This application does not confer any rights relating to Tint World®'s trademarks or service marks. Any proprietary or Confidential Information provided by Tint World® to the Applicant is solely for the purpose of Applicant's evaluating a Tint World® franchise. Applicant acknowledges that any rights to use such Proprietary or Confidential Information may be derived only pursuant to an executed franchise agreement, and that unauthorized disclosure, transfer or use, either direct or indirect, of such information by the Applicant would constitute an infringement of Tint World®'s rights thereto and result in irreparable injury to Tint World® for which there is no adequate remedy at law.

CONSENT TO BACKGROUND CREDIT CHECK

The undersigned hereby consents to the conduct of a credit investigation by Tint World®, including both personal and commercial credit inquiries, and authorizes Tint World® to obtain one or more credit reports. Tint World® shall have the right in its sole discretion to disapprove any franchise application based on any information obtained during that investigation or contained in any report or because it is unable to obtain a report from its usual sources.

I hereby request information concerning the Tint World® unique proprietary process and service known as the Tint World® System and in doing so, I recognize and acknowledge that the information I may learn represents trade secrets which are solely the proprietary of Tint World®.

DEPOSIT RECEIPT

Tint World, LLC ("Tint World®") acknowledges that it has received a fully refundable deposit in the form of;
(☐) ACH / EFT (☐) Personal Check (☐) Other _____ in the amount of:

(☐) \$5,000.00 (USD) for a Franchise Agreement or a Multi-Unit Development Agreement

From:

Name: _____

Address: _____

Phone: _____

We've received your application and deposit of a Tint World® Franchise. The deposit you paid will, at the time we counter-sign your Franchise Agreement or Multi-Unit Development Agreement, as applicable, be credited to the remainder of the Franchise Fee or Multi-Unit Development Fee (as applicable) due to us under the applicable agreement. We will refund the deposit to you, less any Finance Application Fee (as defined below) if: (a) you do not enter into the Franchise Agreement or Multi-Unit Development Agreement, as applicable, or (b) if we elect not to counter-sign the Franchise Agreement or Multi-Unit Development Agreement, and (c) if the refund is requested in writing within ninety days after the deposit date. The term Finance Application Fee shall mean any and all fees in connection with your loan application, which you authorize. If you apply for a loan through one of our lending sources, you will be required to pay a \$2,500.00 loan packaging service fee to us or a third-party lending source within thirty (30) days after the Franchise Agreement Date. A convenience fee of four percent (4%) will be added if paying by credit card.

I agree that I will not disclose or use the knowledge gained from Tint World® regarding the trade secrets or other proprietary information and merchandising practices of the Tint World® System, nor the contents of Tint World products or services neither for my personal benefit, nor for the benefit of others without Tint World® express written consent.

Thank you for your sincere interest in purchasing a Tint World® Center. We believe we have assembled the best products, support staff, and system in our industry. We look forward to potentially welcoming you into our franchise system.

Sincerely,

TINT WORLD, LLC

APPLICANT(S):

Signature of Franchise Applicant

Signature of Franchise Applicant

Print Name

Print Name

Date: _____

Date: _____

Signature of Franchise Applicant

Signature of Franchise Applicant

Print Name

Print Name

Date: _____

Date: _____

FRANCHISEE(S)

**Names, Phone Numbers, Addresses, Position to be Held
and Ownership Interest:**

First and Last Name

Address of Franchisee (Line 1)

Phone Number

Address of Franchisee (Line 2)

Position to be Held

Percentage of Ownership

Email

First and Last Name

Address of Franchisee (Line 1)

Phone Number

Address of Franchisee (Line 2)

Position to be Held

Percentage of Ownership

Email

First and Last Name

Address of Franchisee (Line 1)

Phone Number

Address of Franchisee (Line 2)

Position to be Held

Percentage of Ownership

Email

First and Last Name

Address of Franchisee (Line 1)

Phone Number

Address of Franchisee (Line 2)

Position to be Held

Percentage of Ownership

Email

BUSINESS ENTITY: *(It is recommended that you set up an LLC or S Corp before signing a Franchise Agreement)*

Name of Franchisee's Corporation,
Limited Liability Company or Partnership

State Incorporated

(Print Name of Main Operating Partner)	(Operating Partner Title)
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EXHIBIT L

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	Pending
Maryland	Pending
Michigan	~~July 2, 2025~~ Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In the following states, we have filed a notice of exemption from the registration or filing requirements of the state's business opportunity laws with respect to the offering described in this disclosure document:

STATE	EFFECTIVE DATE
Connecticut*	September 15, 2022
Florida*	May 22, 2025
Kentucky*	July 2, 2010
Maine*	April 20, 2023
Nebraska*	May 3, 2010
North Carolina*	April 20, 2022
South Carolina*	May 2, 2022
South Dakota*	April ~~23~~ 29, 2024 ~~5~~
Texas*	March 7, 2011
Utah	~~August 22~~ September 16, 2024 ~~5~~

* One-time filing

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



EXHIBIT M
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Tint World, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate of ours in connection with the proposed franchise sale, or sooner if required by applicable law.

Applicable state laws in New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If Tint World, LLC 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 applicable state administrator identified in Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

The Issuance Date of this Disclosure Document is: April 28¹⁷, 2025⁵⁶, as amended October 23, 2025

The franchise sellers for this offering are:

Name	Principal Business Address	Telephone Number
Charles J. Bonfiglio	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
Eric Taylor	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
Michael Glick	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050
~~Anthony Foley~~ Victoria Coia	1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487	561.353.1050

I received a Disclosure Document issued on _____ that included the following exhibits:

A. List of State Agencies / Agents for Service of Process	I-1. List of Franchisees Open
B. Franchise Agreement	I-2. New Franchise Store Purchases Not Open
C. Multi-Unit Development Agreement	I-3. Franchisees Who Have Left the System
D. Lease Agreement Addendum	I-4. Franchisees Who Have Self-Terminated Un-Opened Licenses
E. Sales Agreement Addendum	J. State Disclosure Addenda and Franchise Agreement Addenda
F. Renewal/Resale/ ~~Mutual~~ Release Agreement	K. Franchise Application and Deposit Receipt
G. Financial Statements	L. State Effective Dates
H. ~~Operating~~ Brand Standards Manual Table of Contents	M. Item 23 Receipt

Date	Print Name	Signature
------	------------	-----------

Date	Print Name	Signature
------	------------	-----------

Date	Print Name	Signature
------	------------	-----------

Date	Print Name	Signature
------	------------	-----------

Please sign this copy of the receipt, date your signature, and return it to Tint World, LLC,
1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487.

KEEP THIS COPY FOR YOUR RECORDS - FRANCHISEES APPLICANT COPY



EXHIBIT M
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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F. Renewal/Resale/ ~~Mutual~~ Release Agreement	K. Franchise Application and Deposit Receipt
G. Financial Statements	L. State Effective Dates
H. ~~Operating~~ <u>Brand Standards</u> Manual Table of Contents	M. Item 23 Receipt

Date	Print Name	Signature
Date	Print Name	Signature

Date	Print Name	Signature

**Please sign this copy of the receipt, date your signature, and return it to Tint World, LLC,
1000 Clint Moore Road, Suite 110, Boca Raton, FL 33487.**

KEEP THIS COPY FOR YOUR RECORDS - FRANCHISORS COPY