

Nicholas Bertagna, Area Representative

Since February 2019 and continuing to date, Nicholas Bertagna operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the states of Indiana, Kentucky, Michigan, North Carolina, Ohio, Pennsylvania, and Tennessee. Since March 2019 and continuing to date, Nicholas has served as owner of a Hammer & Nails franchised business located in Westerville, Ohio.

Michael Testa, Area Representative

Since January 2022 and continuing to date, Michael Testa operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of North Carolina. From August 2022 to August 2024, Michael Testa was DME National Account Manager at HR Healthcare located in York, Pennsylvania. From May 2003 to July 2022, Michael Testa was Senior Strategic Account Manager at Cardinal Health At-Home located in Twinsburg, Ohio.

Gregory Rupp, Area Representative

Since July 2022 and continuing to date, Gregory Rupp operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of Michigan. From April 2013 to September 2023, Gregory Rupp was Vice President of Store Finance and Operations at Ascena Retail Group / Lane Bryant OpCo located in New Albany, Ohio.

Dan Chou, Area Representative

Since December 2023 and continuing to date, Dan Chou operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the San Francisco Bay, California region. Since November 2017 and continuing to date, Dan has served as Chief Executive Officer of Miramar Capital located in Pleasanton, California.

Eleonor (“Lynette”) Chiabai, Area Representative

Since December 2021 and continuing to date, Lynette Chiabai operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the Los Angeles, California region. Since January 2019 and continuing to date, Lynette has served as President of owner of a Hammer & Nails franchised business located in Manhattan Beach, California. From February 2011 to June 2022, Lynette was Contract Manager at Southern California Edison located in Rosemead, California.

Michael Fluegge, Area Representative

Since April 2024 and continuing to date, Michael Fluegge operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of South Carolina. Since June 1996 and continuing to date, Michael has been self-employed and served as Owner, Chief Executive Officer and President of McBee JT, LLC located in Spartanburg, South Carolina.

Subadra Gutti, Area Representative

Since December 2021 and continuing to date, Subadra Gutti operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of Florida. Since June 2022 and continuing to date, Subadra Gutti has served as an owner of a Hammer & Nails franchised business located in Orlando, Florida. ~~Florida~~. Prior to June 2022, Subadra Gutti was a stay-at-home mom.

Madhavi Kasu, Area Representative

Since December 2022 and continuing to date, Madhavi Kasu operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of Florida. Since December 2022 and continuing to date, Madhavi Kasu has served as owner of a Hammer & Nails franchised business located in Orlando, Florida. From January 15, 2010 to ~~August 1, 2020~~December 2022, Madhavi Kasu was Director at Maxivision Eye Hospital located in India.

Nicholas Cotton, Area Representative

Since November 2020 and continuing to date, Nicholas Cotton operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the state of Florida. Since May 2014 and continuing to date, Nicholas Cotton has served as Chief Executive Officer of Keyholder Vacations located in Indianapolis, Indiana.

Charles Lanman, Area Representative

Since January 2023 and continuing to date, Charles Lanman operates an Area Representative Business for our System, providing franchise sales and franchisee training and support services for our System franchisees located in the northern California region. Since November 2020 and continuing to date, Charles has served as owner at Business, Industry & Environment Inc. located in North Highlands, California. From July 2001 to November 2020, Charles was owner at North American Pest Management located in North Highlands, California.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

One of our Area Representatives, Nathanael Anderton, filed a bankruptcy petition under the liquidation provisions of Chapter 11, Subchapter V of the United States Bankruptcy Code on September 2, 2025, in the United States Bankruptcy Court, Southern District of Ohio, captioned Nathanael and Megan Anderton, Case Number 2:25-bk-53836. The bankruptcy filing has since been converted to an ordinary Chapter 11 reorganization on the small business track.

Other than the foregoing, no bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee in the amount of \$60,000 (the "Initial Franchise Fee"). If you sign a Multi-Unit Development Agreement, the Initial Franchise Fee will vary based on the number of Shops, over and above the second Shop, that you will be authorized to develop under the Multi-Unit Development Agreement. The Initial Franchise Fee is fully earned by us upon payment. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this Disclosure Document, except as described below.

During the fiscal year ending December 31, 2025, the initial franchise fees for one franchisee under their respective Franchise Agreements were discounted to an initial franchise fee of \$0. There were no

		owners and their spouses must personally guarantee all of the terms and provisions of the Franchise Agreement; you and your Owners and their spouses must sign a general release in favor of us; the transfer must provide for the assignment and/or ownership of the approved location for the Franchised Business, and the transferees continued use and occupancy of such location throughout the term of the Franchise Agreement; the assets of the Franchised Business must be transferred to the transferee; the transferee and the transferee's owners and managers, at the transferee's expense must complete our training programs; we waive our right of first refusal; we approve of the transfer and transferee in writing and subject to our discretion; and you pay the Transfer Fee (subject to applicable state laws).
n. Franchisor's right of first refusal to acquire franchisee's business	14.F.	We have the right to match any offer to purchase your Shop or the Corporate Entity operating your Shop.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	14.D.	If you are an individual, within 30 days of the death or permanent disability of Franchisee, your executor and/or legal representative must appoint an Operating Manager approved by us and within 60 days of such appointment the Operating Manager must complete, to our satisfaction, our initial training program. Within 12 months of the date of death or disability, the Franchise Agreement must be transferred to a transferee approved by us and otherwise transferred in accordance with the terms of the Franchise Agreement. If the franchisee is a Corporate Entity, within 30 days of the death or permanent disability of your Managing Owner, if there are other Owners, must appoint a replacement Operating Manager approved by us and within 60 days of such appointment the replacement Operating Manager must complete, to our satisfaction, our initial training program.
q. Non-competition covenants during the term of the franchise	6	No involvement in any competitive business and must comply with confidentiality, non-disclosure and non-solicitation covenants. <u>(Subject to applicable state law).</u>
r. Non-competition covenants after the franchise is terminated or expires	6, 17.C.	No involvement, ownership or interest whatsoever for 24 months in any competing business in: your Designated Territory; a 25-mile radius of your Designated Territory; a 10-mile radius of the Designated Territory of any other Shop; and you must comply with confidentiality, non-disclosure and non-solicitation covenants. <u>(Subject to applicable state law).</u>
s. Modification of the agreement	18.L.	Requires writing signed by you and us, except for unilateral changes that we may make to the Manuals or our unilateral reduction of the scope of a restrictive covenant that we may make in our discretion.