

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	<p>If you obtain QuickBooks Online through ZorWare, you will pay an additional fee of \$30-\$220 per month depending on the license tier that you select.</p>		<p>QuickBooks Online will also be included in the Software System (as defined in Note 4). Other QuickBooks add-ons may be available (that are not required), such as QuickBooks Payroll, W-2 processing, etc. for additional fees.</p> <p>As of the date of this Disclosure Document, we don't anticipate the fees to increase by more than 30% annually in addition to any direct price increases from third-party vendors. (See also Items 8 and 11).</p> <p>We and ZorWare reserve the right to suspend your access to any or all software within the Software System if you fail to timely pay these fees.</p>
<p>Late Fees (on Software System Monthly Fees)</p>	<p>\$25 per month or the maximum amount allowed under the law, whichever is less.</p>	<p>As incurred.</p>	<p>If you fail to pay the Software System Monthly Fees within 30 days of the invoice date, you will be required to pay this late fee.</p>
<p>Annual Convention ("Reunion") Fee<sup>1</sup></p>	<p>Currently \$1,000 plus travel, lodging, meals and other expenses</p>	<p>When you are billed, which may be via automatic bank draft, or within 30 days after Reunion via automatic bank draft</p>	<p>You are required to attend the Reunion each year (see Item 11). We may charge you a per-person registration fee to attend the Reunion.</p> <p>We may charge you up to \$2,000 if you do not attend or participate in the Reunion and/or Meeting on a pro-rata basis based on number of days you miss at said convention.</p> <p>We may increase <del>these</del><u>the</u> fees but <del>as of the date of this Disclosure Document we don't anticipate these fees to increase</del><u>not</u> by more than 30% annually <del>in addition to any increases from third party</del></p>

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			<del>vendors.</del>
Regional Meeting (the "Meeting") Fee <sup>1</sup>	\$99 plus travel, lodging, meals and other expenses	Fee payable to us upon notice, expenses payable as incurred	<p>We require you to attend the Meeting each year (see Item 11). We charge you a per-person registration fee to attend the Meeting.</p> <p>We may charge you up to \$2,000 if you do not attend or participate in the Meeting and/or Reunion on a pro-rata basis based on number of days you miss at said convention.</p> <p>We may increase <del>thesethe</del> fees but <del>as of the date of this Disclosure Document we don't anticipate these fees to increase</del> <u>not</u> by more than 30% annually <del>in addition to any increases from third party vendors.</del></p>
Transfer Fee <sup>1</sup>	Greater of \$12,000 or 5% of the sales price	Before transfer	You must pay us this fee on the total gross sales price of the Business, including all assets of the Business, when you sell your Business, but we may discount or waive the transfer fee if the transfer is to a legal entity you control or to a member of your immediate family (See Section 10.C. of the Franchise Agreement).
Late Fees <sup>1</sup> (Franchise Agreement)	\$10 per day	On demand	Applies to overdue fees from the due date until all sums are paid.
Dishonored Check or ACH Draft <sup>1</sup>	\$50	On demand	You must pay us for each check returned or ACH draft refused by your financial institution for insufficient funds in your account.
Interest <sup>1</sup>	12% on unpaid balances	On demand	Payable on all overdue amounts. The twelve percent (12%) charge is calculated as a per annum rate but may be collected on demand, including weekly or monthly

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			incurred in enforcing our rights.
Tax Reimbursement <sup>1</sup>	Varies according to tax	When you are billed	You must pay us or to taxing authorities (as applicable) an amount equal to any sales tax, use tax, gross receipts tax, documentary stamp tax or similar tax (other than income tax), fees or charges imposed on us due to any required payments you make to us. You must pay us such additional amounts as necessary so that we receive all payments from you in full as if no such tax applied.
Additional Training Fees	The then-current fee, currently \$400 per day, plus out-of-pocket expenses.	When you are billed.	If you request training in addition to the initial training program (see Item 11), we may charge you a training fee, plus you must pay your costs and expenses in connection with such training.  We may increase the fee but <del>as of the date of this Disclosure Document we don't anticipate the fee to increase</del> <u>not</u> by more than 30% annually.
Key Accounts/ Management Fee <sup>5</sup>	Up to 5% of total Gross Sales related to Key Account work, including Gross Sales that relate to Key Accounts; Gross Sales that are the result of any lead or any agreement developed by our Business Development Department or any similar group that is part of our company or is our designee; Gross Sales for work that is dispatched from any call center operated by us or our designee; Gross Sales that are audited by us or our designee according to Key	When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice	If you participate in our Key Accounts program, we reserve the right to require you to pay a Key Accounts / Management Fee to us or our designee. We may also sometimes refer to this fee as a "Key Accounts Management fee" or "Management fee."


Joe, PDS, and any KKR portfolio companies) have the same principal business address as us, and they generally do not maintain physically separate offices and training facilities from our offices and training facilities (except for Rainbow International, which maintains some separate training space) although each affiliated brand has its own separate meeting space. Most of the affiliated franchisors and the affiliated franchise brands are not direct competitors of our franchise network given the products or services they sell, although some are to a limited extent, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers in your territory. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

**ITEM 13**

**TRADEMARKS**

We grant you the right to operate a franchise under the name WINDOW GENIE®. You may use our other current or future trade names, trademarks, service marks, symbols, emblems, logos and indicia of origin designated by us (“Marks”) to identify your franchise.


We own the following Marks that are registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Description	Registration Number	Registration Date
Window Genie®	2,265,746	07/27/1999
Window Genie®	4,826,037	10/06/2015
Window Genie (and Design)®	5,295,303	09/26/2017
YOUR HOLIDAY LIGHTS®	5,106,836	12/20/2016
<a href="#">Window Genie Design</a> (Add) 	<a href="#">7740577</a>	<a href="#">March 25, 2025</a>

As noted in Item 1, we became the owner of the above listed Marks in March 2021.



~~We have applied for registration of the following Mark with the USPTO:~~

Description of Mark	Application Number	Application Date

<p><del>Window Genie Design</del></p> <p>(Del)</p> 	<p><del>98111064</del></p>	<p><del>August 1, 2023</del></p>
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~~We do not yet have a federal registration for the Mark listed in the table immediately above. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

Our Parent, Neighborly Assetco LLC, owns the following Marks, which are registered on the Principal Register of the USPTO, and we license from Parent the right to use and to allow our franchisees to use these Marks under a Trademark License Agreement (the “License Agreement”). The License Agreement grants us a worldwide, non-exclusive, nontransferable license to use and to license others to use the Marks. Parent may terminate the License Agreement due to our material breach, ownership change or for any reason upon 90 days’ notice. Upon any termination of the License Agreement, we will be required to cease all use of these Marks and we will require you to do the same.

Description	Registration Number	Registration Date
NEIGHBORLY	5,365,894	December 26, 2017
NEIGHBORLY (Stylized) 	5,365,895	December 26, 2017
(HOUSE LOGO) 	5,347,941	November 28, 2017
YOUR HUB FOR HOME SERVICES	7,281,370	January 16, 2024

Required affidavits and renewals for the registrations for our principal trademarks have been filed when due. In addition to the Federal rights that apply to use of the registered Marks above, we claim common law rights, based on our use of the Marks, to all of our Marks. There may be areas, however, in which a third party has prior common law rights to the use of one of our Marks. If you propose to operate a franchise in one of those areas, we may attempt to obtain exclusive use of that Mark, or, in the alternative, we may designate and grant you permission to utilize a different proprietary mark. There may be other instances in which we may elect to use, or require you to use, a different proprietary mark in a market, region or systemwide. In any instance in which we require you to use a different proprietary mark, you must, at your expense, comply with our designation and use, or change your use to the

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		without your consent.
k. "Transfer" by you – defined	10(A)	Includes any sale, lease, pledge, management agreement, contract for deed, option agreement, bequest, gift, any arrangement in which you turn over all or part of the operation of the Business to someone who shares in the losses or profits of the Business other than an employee; any 20% or more change in the direct or indirect ownership of the franchisee entity; or any change in the general partner of a franchisee that is a partnership entity.
l. Franchisor approval of transfer by Franchisee	10(B)	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for Franchisor approval of transfer	10(B) – (D)	You are not in default; you have paid in full all amounts owed to us, our affiliates, or your suppliers, or upon which we have contingent liability; you have provided all required reports; the new franchisee qualifies; training for new franchisee is arranged; you, owners and guarantors sign release; transfer fee paid; current franchise agreement signed by new franchisee; new franchisee agrees to be bound by all customer obligations of Franchisee, including all warranty work and service plans obligations (also see r, below).
n. Franchisor's right of first refusal to acquire the Business	10(F)	We may buy your franchise at the same price and on the same terms as those of a third-party offer.
o. Franchisor's option to purchase the Business	None	N/A
p. Death or disability of Franchisee	10(E)	Your personal representative must, within 120 days, tender the right of first refusal, apply for our consent to the transfer, pay the transfer fee and satisfy the transfer conditions (provided that no right of first refusal or transfer fee is applicable if the transferee is your spouse or child).
q. Non-competition covenants during the term of the Franchise Agreement	9(D)	You (including your guarantors and owners, if you are an entity, or your spouse, children, parents, or siblings if you are an individual) cannot be involved in a Competitive Business, <a href="#">subject to applicable state law</a> . A "Competitive Business" is any business that offers or sells any product or service or

Provision	Section in Franchise Agreement (unless otherwise specified)	Summary
		component thereof that (i) composes a part of our System, (ii) is the same as or similar to any product or service then-offered by our franchisees or (iii) otherwise competes directly or indirectly with our System.
r. Non-competition covenants after the Franchise Agreement is terminated or expires	9(D)	For 2 years, no Competitive Business in your Territory, within a 25-mile radius of the outer boundary of your Territory, or inside the territory of another WINDOW GENIE business, <a href="#">subject to applicable state law.</a>
s. Modification of the Franchise Agreement	14(B)	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	14(B)	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	11	Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled by litigation, subject to state law. Only if a court invalidates a jury waiver or a class action waiver will the dispute be resolved through arbitration, subject to state law.
v. Choice of venue	14(H)	Unless state law supersedes this provision, venue for mediation, arbitration, and litigation is in McLennan County, Texas.
w. Choice of law	14(G)(1)	Texas law applies unless state law supersedes this provision.

SEE THE ATTACHED STATE ADDENDA (Exhibit N) FOR ADDITIONAL DISCLOSURES.

## ITEM 18

### PUBLIC FIGURES

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