

	PROVISION	SECTION IN AREA DEVELOPER AGREEMENT	SUMMARY
v.	Choice of forum	Section 16.2	Litigation must be in Utah, except as stated in State Addenda to this disclosure document (subject to applicable state law).
w.	Choice of Law	Section and 16.2	Utah law applies except as otherwise provided in the Franchise Agreement and subject to state laws in those states whose laws require exclusive application and except to the extent governed by the United States Trademark Act.

<sup>1</sup> The chart for the franchise agreement applies to your relationship with us. If you enter into an area developer agreement with us the following area developer agreement chart applies and you should review both charts. States may have statutes or court decisions, which supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise (see State Specific Addenda).

## ITEM 18 PUBLIC FIGURES

No public figures are involved in our franchise program.

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

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

### Financial Performance Representation

The following tables are historical financial performance representations from our existing franchisees throughout the United States that have been open and operating for 12 full months as of December 31, 2024 with the same operator. We did not include any company or affiliate owned franchises in the below data.

As of the end of the 2024 reporting period, there were 32 franchisee territories and 1 company or affiliate owned territory in the United States. Of the 32 franchisee territories, there were 12 franchisee territories that

were open and operating with the same owner for the entire 2024 year. Of the 12 franchisee territories, 8 franchises are owner operated (1 is part time), 2 franchises are owner operated with a project manager, and 1 franchise is operated by a manager. One of the franchisees operates 2 territories, as indicated below. Otherwise, the characteristics of the below franchisee outlets are similar to an outlet that you may operate. The data below is from these 12 franchisees. The data used to generate the figures in the following tables was generated by our software from data entered by the franchisees and it was not audited.

**PaintEZ®**  
**Financial Performance Data for Franchisees**  
**for the 12-Month Period Ending December 31, 2024**

	<b>FRANCHISEE 1 (2 Territories)</b>	<b>FRANCHISEE 2</b>	<b>FRANCHISEE 3</b>	<b>FRANCHISEE 4</b>
<b>Total Revenue</b>	\$1,461,613.55	\$287,225.77	\$816,465.12	\$1,026,230.69
<b>Costs of Goods Sold*</b>				
Material & Other Project Costs	\$196,440.93	\$28,157.60	\$94,536.35	\$151,329.28
Subcontractor Expenses	\$633.711	\$97,437	\$336,602	\$389,059
<b>Total Costs of Goods Sold*</b>	\$830,151.93	\$125,594.60	\$431,138.35	\$540,388.28
<b>Gross Profit</b>	\$631,461.62	\$161,631.17	\$385,326.77	\$485,842.41
<b>Total Expenses**</b>	\$265,559.01	\$74,429.69	\$147,421.6	\$240,390.68
<b>Net Income</b>	\$365,902.61	\$87,207.48	\$237,905.17	\$245,451.73
<b>Net Profitability</b>	25%	30%	29%	24%
<b>Mgmt Model</b>	Owner Operated with Project Manager	Owner Operated	Owner Operated	Owner Operated with Project Manager

\* Cost of Goods sold includes subcontractor costs and material costs.

\*\*Total expenses include advertising, royalties, auto/truck expenses, technology, and payroll expenses, etc.

	<b>FRANCHISEE 5</b>	<b>FRANCHISEE 6</b>	<b>FRANCHISEE 7</b>	<b>FRANCHISEE 8</b>
<b>Total Revenue</b>	\$526,150.26	\$331,366.58	\$951,634.69	\$174,514.42
<b>Costs of Goods Sold*</b>				
Material & Other Project Costs	\$93,267.56	\$26,939.19	\$100,934.22	\$10,777.12
Subcontractor Expenses	\$192,372.17	\$131,673.86	\$365,866	\$54,813.76

<b>Total Costs of Goods Sold*</b>	\$285,639.73	\$158,613.05	\$466,800.22	\$65,590.88
<b>Gross Profit</b>	\$240,510.53	\$172,753.53	\$484,834.47	\$108,923.54
<b>Total Expenses**</b>	\$91,647.78	\$58,246.66	\$190,757.71	\$27,506.90
<b>Net Income</b>	\$148,862.75	\$114,506.87	\$294,076.76	\$81,416.64
<b>Net Profitability</b>	28%	34%	31%	46%
<b>Mgmt Model</b>	Owner Operated	Owner Operated	Owner Operated	Part-Time Owner Operated
	<b>FRANCHISEE 9</b>	<b>FRANCHISEE 10</b>	<b>FRANCHISEE 11</b>	
<b>Total Revenue</b>	\$264,389.22	\$366,535.95	\$336,818.02	
<b>Costs of Goods Sold*</b>				
Material & Other Project Costs	\$50,007.49	\$44,517.76	\$43,204.34	
Subcontractor Expenses	\$115,830.62	\$144,782.60	\$135,526.67	
<b>Total Costs of Goods Sold*</b>	\$165,838.11	\$189,300.36	\$178,731.01	
<b>Gross Profit</b>	\$98,551.11	\$177,235.59	\$158,087.01	
<b>Total Expenses**</b>	\$159,338.17	\$118,184.25	\$71,816.39	
<b>Net Income</b>	\$-60,787.06	\$59,051.34	\$86,270.62	
<b>Net Profitability</b>	-22%	16%	26%	
<b>Mgmt Model</b>	Manager Operated	Owner Operated	Owner Operated	

\* Cost of Goods sold includes subcontractor costs and material costs.

\*\*Total expenses include advertising, royalties, auto/truck expenses, technology, and payroll expenses, etc.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.**

Other than the preceding financial performance representation, EmeraldPro Franchising, Inc. dba Paint EZ does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jay D Mason at 258 W. Center Street, Suite #252 , Orem, UT 84057, (833) PAINT-EZ, or info@paintEZ.com, the Federal Trade Commission, and the appropriate state regulatory agencies.



## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**  
**SYSTEMWIDE OUTLET SUMMARY**  
**As of December 31 for Years 2022, 2023, and 2024**

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
Franchised**	2022	8	9	+1
	2023	9	19	+10
	2024	19	32	+13
Company or Affiliate Owned*	2022	2	1	-1
	2023	1	1	0
	2024	1	1	0
<b>Total Outlets</b>	<b>2022</b>	<b>10</b>	<b>10</b>	<b>0</b>
	<b>2023</b>	<b>10</b>	<b>20</b>	<b>+10</b>
	<b>2024</b>	<b>20</b>	<b>33</b>	<b>+13</b>

\*The “affiliate-owned” outlets are owned and operated by our CEO, Jay D Mason.

\*\*Some of the franchises in this chart are still operating under the prior EmeraldPro Painting® trademark.

**Table No. 2**  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**  
**As of December 31 for Years 2022, 2023, and 2024**

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
Georgia	2022	0
	2023	0
	2024	3
Nebraska	2022	0
	2023	1
	2024	0
North Carolina	2022	0
	2023	0
	2024	2
Texas	2022	0
	2023	0
	2024	1
<b>Total</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>1</b>
	<b>2024</b>	<b>6</b>