

Provision	Section In Franchise Agreement	Summary
	18.3.1	<p>forth in Section 18.3.1 of the Franchise Agreement, all Disputes must be submitted to binding arbitration before 1 arbitrator of the AAA in accordance with its commercial arbitration rules. The arbitration will be conducted by one arbitrator with at least 10 years of substantive experience in franchise law who will be appointed under the AAA's Commercial Arbitration Rules and who will conduct the arbitration in accordance with such rules. Each party shall bear its own cost of mediation and arbitration and we and you shall share mediation costs equally. This agreement to mediate and arbitrate shall survive any termination or expiration of the Franchise Agreement.</p> <p>The parties shall not be required to first attempt to mediate or arbitrate a controversy, Dispute or claim through mediation if such controversy, Dispute or claim relates to an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; (ii) any claims pertaining to or arising out of any warranty issue; (iii) any of the restrictive covenants contained in the Franchise Agreement; (iv) any of your payment obligations that are more than 45 days past due; (v) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency; (vi) any claims relating to your obligations on termination or expiration of the Franchise Agreement; (vii) any claims relating to any Transfer of an interest in you, the Franchised Business or your assets; or (viii) any matters involving danger, health or safety.</p> <p>Dispute resolution requirements are subject to applicable state law.</p>
v. Choice of forum	18.4	All claims not subject to mediation and/or arbitration must only be brought in a competent court of general jurisdiction located in Mecklenburg County, North Carolina or, if appropriate, the United States District Court for the Western District of North Carolina (subject to applicable state law).
w. Choice of law	18.1	North Carolina law governs all claims arising out of the Franchise Agreement, without reference to its conflict of laws provision (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

We do not currently use any public figure to promote our System.

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, and/or affiliate-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) 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.

This Financial Performance Representation discloses the historical financial information for 60 franchisees who were operational and reported an accepted proposal in the period January 1, 2024, through December 31, 2024 (the “2024 Measurement Period”).

Part I of this Item discloses the High, Low, Median and Average job size of all accepted proposals for the 60 Temporary Wall Systems franchisees that were operational and reported and accepted proposals during the 2024 Measurement Period.

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

Please note that the information for Part I was taken from our Business Management and Technology System. We have not audited the amounts set forth in this item below. When reviewing this Financial Performance Representation, it is important that you review the notes following the Parts below.

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

PART I
ACCEPTED PROPOSAL SIZE STATISTICS
OVER THE 2024 MEASUREMENT PERIOD

Part I: Accepted Proposal Size Statistics Temporary Wall Systems Franchise System				
	High	Low	Median	Average
Accepted Proposal Size	\$153,724.00	\$300.00	\$7,859.90	\$12,180.90

Notes to Part I:

1. “Accepted Proposal Size” is the dollar value of an individual project that was proposed to a customer and which the customer accepted. The following table presents Accepted Proposal Size information realized by certain Temporary Wall Systems franchisees during the 2024 Measurement Period. The information provided in the table above was compiled from 60 Temporary Wall Systems franchisees (operating in 206 territories) that were operational and reported an Accepted Proposal during the 2024 Measurement Period. Of the 60 franchisees with Accepted Proposals, the average ticket for 41 franchisees was higher than the system average Accepted Proposal Size. There were 3,007 Proposals in the system by all franchisees during the 2024 Measurement Period and 993 of those were Accepted Proposals. Accepted Proposal means a proposal that was accepted by a client and resulted in a job. Of the 993 Accepted Proposals 265 were higher than the average Accepted Proposal size. There were 79 franchisees with 261 territories during the 2024 Measurement Period. There were 73 franchisees with 245 territories open during the 2024 Measurement Period. There were 13 franchisees with 39 territories that were open and did not report any accepted proposals in the 2024 Measurement Period. Six franchisees with 16 territories were sold but not open. The Statistics are based on the accepted proposals.
2. This data was collected from our Business Management and Technology System or Customer Management Software used by the Franchisees.

General Notes:

1. We restructured the size of the Designated Territory that we grant under our current form of Franchise Agreement in 2023. Prospective franchisees were previously offered territories that were larger than the Designated Territory (4,000 Target Buildings) that you will receive.

Other than the preceding financial performance representation, we do 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 Franchised Business, however, we may provide you with the actual records of that Franchised Business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our Chief Development Officer, Zack Dudan at 107 Parr Drive, Huntersville, NC 28078, (980) 264-7000, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	10	+10
	2023	10	110	+100
	2024	110	261	+151
Company-Owned*	2022	5 ⁽¹⁾	0	-5 ⁽¹⁾
	2023	0	0	0
	2024	0	0	0
Total Outlets	2022	5	10	+5
	2023	10	110	+100
	2024	110	261	+151

⁽¹⁾ These outlets were formerly affiliate-owned and have been converted to franchised.

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