

Franchise Agreement, temporarily inhibit your access to all or part of the Computer System, including any proprietary software, until you have cured such default completely.

You must pay us the Technology Fee, currently \$476 per month, for technology-related services. You must also obtain certain software and related software-as-a-service offerings from vendors as we may establish, at their then-current rates. These may include accounting, bookkeeping, marketing, CRM, sales or point-of-sale, and similar offerings. See Item 6 for information on these fees.

You will have sole responsibility for: (1) the operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your GC Franchise, and to collect and use your electronic information and data in any manner, including promoting the System. This may include posting financial information of each franchisee on an intranet website and using the financial information in Item 19 of our Franchise Disclosure Document. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your GC Business, or from other locations. We have the right to reporting from your Computer System and business records, including a right to inspect or audit business records as well as to regular and periodic reports of your revenue and business operations. This right to audit includes all business records, including bank statements, tax returns (business and individual, as well as any applicable sales tax records), accounting software records, or other reasonably requested business records. Failure to timely deliver requested records or to comply with a duly-noticed audit may result in fees as set forth in Item 6.

## Training

### *Initial Training Program*

The Initial Training Program lasts for approximately six weeks, with a combination of virtual and in-person sessions. The program includes a mix of eLearning, webinars, and vendor-led training. Week 5 of the program will be conducted in-person in Denver, Colorado (or another location we designate). This training is provided as part of our services paid for with your Initial Franchise Fee and does not incur an additional or separate fee.

Prior to attending the Initial Training Program, you will complete the onboarding process, which typically takes 2-3 weeks and may vary depending on individual circumstances.

The first four weeks of the Initial Training Program will be completed virtually, and Week 5 will take place in-person in Denver. Week 6 will be a continuation of virtual learning, as needed, to reinforce key topics. The training may vary in length depending on the number of attendees and their prior experience.

You (or your Designated Owner, if you are an entity) and your Manager (if applicable) must complete the Initial Training Program within 90 days after signing the Franchise Agreement and to our reasonable satisfaction. GCF will arrange and pay for up to five nights of lodging for

one hotel room for up to two attendees during the in-person portion of the training in Denver. Any additional expenses, including transportation and meals, are your responsibility.

The Initial Training Program is offered on a set schedule, with 8 sessions held each year. We will provide training to up to two people, provided they attend at the same time. The hours presented for each subject are estimates and may change.

### INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training*	Location
Business Fundamentals	50	0	Virtual / Self-Paced / Our Headquarters
Industry & Product Knowledge	50	0	Virtual / Self-Paced / Our Headquarters
Marketing & Promotion	50	0	Virtual / Self-Paced / Our Headquarters
Customer Relations & Sales	50	0	Virtual / Self-Paced / Our Headquarters
<b>Total</b>	<b>100 Hours</b>	<b>0 Hours</b>	

\*No on-the-job training is provided, although you will practice (with the instructor present) the necessary skills to operate the GC Business.

**Notes:**

The training subjects may vary, and the training may be less than the times indicated above, depending on the number and experience of the attendees. Business Fundamentals will include topics such as: tools and resources, organizing your business, finance 101, understanding pricing, marketing budgeting, product expectations, and understanding warranties/handling complaints. Industry & Product Knowledge will include topics such as: window treatment industry, product knowledge, soft goods 101, designing 101, vendor presentations, and understanding booth events. Marketing & Promotion will include topics such as promoting yourself, social media, market action planning and activities, marketing budgeting, and other aspects of marketing. Customer Relations & Sales will include topics such as customer experience, CRM training, psychology of sales, overcoming objections, and the client lifecycle.

Our instructors may include GCF employees, former franchisees, subject matter experts, vendor representatives, store managers, and/or assistant managers with a minimum of five years of experience in business management and marketing.

All Trainers or virtual/self-paced content will be selected by by Ms. Hoegren, our Brand President, and will have or be based upon significant experience in the subject matters for which they are responsible for training.

We will use the Brand Standards Manual, handouts, computers, product samples, measuring devices, role playing exercises, and tests as the primary instruction materials during the Initial Training Program.

*Ongoing Training – Continuous Learning Opportunities*



After completing the Initial Training Program and opening your Gotcha Covered Business, you (or your Designated Owner, if you are an entity) or your Manager must participate in ongoing training to ensure continued growth and development. This ongoing training may include vendor-led onsite sessions, webinars, eLearning courses, and other resources. Ongoing training is designed to support your ongoing success and should be completed regularly, with a recommended focus on continuous learning within the first 6 months of opening your Gotcha Covered Business.

Additional individuals, if permitted, would be required to pay the current training fees and cover all associated expenses. These training opportunities will be held at various locations, including virtual and in-person options. Please note that lodging and travel expenses are not covered for any ongoing training, and attendees are responsible for all related costs. The ongoing training topics are designed to further enhance your knowledge and capabilities, and we plan to offer a variety of sessions throughout the year. The hours presented for each subject are estimates and may change.

**ADVANCED TRAINING PROGRAM**

Subject	Hours of Classroom Training	Hours of On-The-Job Training*	Location
Business Management	10	0	Virtual / Self-Paced / Our Headquarters
Hard Product Knowledge	40	0	Virtual / Self-Paced / Our Headquarters
Soft Product Knowledge	20	0	Virtual / Self-Paced / Our Headquarters
Marketing and Sales	20	0	Virtual / Self-Paced / Our Headquarters
Measuring Skills	10	0	Virtual / Self-Paced / Our Headquarters
Total Hours	100 Hours	0 Hours	

\*No on-the-job training is provided, although you will practice (with the instructor present) the necessary skills to operate the GC Business.

**Notes:**

The training subjects may vary, and the training may be less than the times indicated above, depending on the number and experience of the attendees or on the individual learning progress and pace, and the format of the training. The hours listed are approximate and may vary based on individual learning progress and pace and the format of the training.

All Trainers or virtual/self-paced content will be selected by Ms. Hoegren, our Brand President, and will draw upon significant experience in the subject matters for which they are responsible for training.



Other instructors may include GCF employees, former franchisees, subject matter experts, vendor representatives, store managers, and/or assistant managers with a minimum of five years of experience in business management and marketing.

From time to time, we may also require that you (or your Designated Owner if you are an entity), Managers and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional while others may be required. If you appoint a new Designated Owner or Manager, that person must attend and successfully complete our Initial Training Program before assuming responsibility for the management of your GC Business. If we conduct an inspection of your GC Business and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your GC Business).

You or your manager must attend the regularly scheduled huddles, meetings, and conferences which are identified and scheduled by us as set forth in the Operations Manual. These are offered to provide, at no cost, additional and ongoing training aimed at your business performance and improvement. If any are rescheduled without at least 2 business days' notice, your absence will be regarded as excused. Likewise, if you obtain prior permission to be absent, such will not impact your compliance with these requirements.

## **ITEM 12 TERRITORY**

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 will receive an Area of Primary Responsibility with a minimum of 30,000 households. The Area of Primary Responsibility must be agreed upon by you and us before you sign the Franchise Agreement and pay the Initial Franchise Fee. This Area of Primary Responsibility is defined in your Franchise Agreement and is not a location to be approved in the future. You will not be given a Franchise if you and we cannot agree upon an Area of Primary Responsibility. The population statistics used in determining your Area of Primary Responsibility will be based on numbers derived from the current U.S. Census report and supplemented with other information available to us and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, a territory may be small if it has a high population density, while franchisees operating in less densely populated urban areas may have significantly larger areas. The boundaries of your Area of Primary Responsibility may be described in terms of contiguous zip codes, street boundaries or county boundaries, or depicted on a map attached to your Franchise Agreement. Once we establish your Area of Primary Responsibility, we will not change or modify it without your consent. If you request that we change your location within your Area of Primary Responsibility, we will approve the relocation unless extraordinary circumstances arise such as proximity to a neighboring franchised outlet, out of market lease terms, or a proposed location that will not conform with local law.

You are prohibited from “Actively Promoting” your GC Business outside of your Area of Primary Responsibility without prior written approval from GCF. “Actively Promoting” includes all forms of both online and offline marketing and marketing for new customers that can be reasonably restricted to a zip code, including direct mailings, door leaflets, telephone solicitations, local newspapers, and localized signs. You may not engage in any promotional or similar activities, whether directly or indirectly, through or on the internet or any similar proprietary or common carrier electronic delivery system. Except for sales methods designated by us, you may not sell GC Business products and services through any alternative channel of distribution, including the internet, catalog sales, telemarketing, or other direct marketing. The restrictions: (a) ensure that you will promote the GC Business within your Area of Primary Responsibility; and (b) prevent confusion in the marketplace among other GCF franchisees soliciting the same customers and marketing in the same markets. Because the GC Business is a repeat and referral business, sales are not limited to your Area of Primary Responsibility. You may make sales anywhere, including other franchisee’s Areas of Primary Responsibility (subject to applicable laws) and GCF and/or another GCF franchisee may make sales in your Area of Primary Responsibility. You may compete for customers in another GCF franchisee’s area of primary responsibility and GCF, and/or another GCF franchisee may compete for customers in your Area of Primary Responsibility, subject to the same marketing restrictions as are imposed on you. GCF may solicit orders inside your Area of Primary Responsibility through internet marketing. GCF may respond to customer complaints in your Area of Primary Responsibility, which GCF may resolve in its discretion.

Other than as stated above, the Franchise is non-exclusive, and we retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, franchise, or operate GC Franchises at any location outside of the Area of Primary Responsibility, even if doing so will or might affect your operation of your GC Business;
2. to use the Marks and the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Area of Primary Responsibility. This includes, but is not limited to, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the internet. We exclusively reserve the internet as a channel of distribution for us, and you may not independently market on the internet or conduct e-commerce. We (nor our affiliates) neither operate nor plan to operate or to franchise businesses under a different trademark that will sell goods or services that are the same as or similar to those you will sell;
3. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering window treatment sales and installation services and related products and services, at any location, including within the Area of Primary Responsibility, which may be similar to or different from the GC Business operated by you;
4. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your GC Business, wherever located;

5. to acquire and convert to the System operated by us any businesses offering services and products similar to those offered by GC Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned, and whether located inside or outside of the Area of Primary Responsibility, provided that in such situations the newly-acquired businesses may not operate under the Marks in the Area of Primary Responsibility;

6. to use and license the use of technology to non-franchisee locations inside and outside the Area of Primary Responsibility; and

7. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Area of Primary Responsibility is not dependent upon your achievement of a certain sales volume, market penetration, or other contingency. We do not pay compensation for soliciting or accepting orders inside your Area of Primary Responsibility.



Provided you are not in default under your Franchise Agreement, you will have an option to expand your Area of Primary Responsibility, subject to the terms then in effect, and subject to our approval and the availability of additional areas and Areas of Primary Responsibility. You will be required to sign an “Addendum to Franchise Agreement for Additional Area(s) of Primary Responsibility,” which is attached to this Franchise Disclosure Document in Exhibit G.

If you wish to purchase an additional GC Franchise, you must apply to us, and we may, at our discretion, offer an additional GC Franchise to you. We consider a variety of factors when determining whether to grant additional GC Franchises. Among the factors we consider, in addition to the then-current requirements for new GC franchisees, are whether or not the franchisee is in compliance with the requirements under their current franchise agreement.

You are not given a right of first refusal on the sale of existing GC Franchises.

### **ITEM 13 TRADEMARKS**

The Franchise Agreement and your payment of Royalties grant you the non-exclusive right and license to operate your Franchise using our principal Marks listed below. GCF has registrations with the United States Patent and Trademark Office (“USPTO”) on the Principal Register for the following Marks:

Registered Mark	Registration Date	Registration Number
GOTCHA COVERED	July 24, 2001	2,470,971
	April 22, 2014	4,517,040
	Apr. 06, 2021	6,313,334

All required affidavits and renewals have been filed for the registered mark. There are no effective adverse 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 Marks. No agreement significantly limits our right to use or license the Marks in a manner material to your Franchise. We are aware that there are two businesses that might claim rights that could affect your use of the trademarks in certain geographic areas. Currently, there is a business in Kansas City, Missouri calling itself “Weave Gotcha Covered” and operating the domain “www.weavegotchacovered.com.” As of the Issuance Date, this user has not made any claims against us. If your franchise were located in the area, and if this user could establish common law trademark rights in the area, it could materially affect your use of the trademarks in the area. There is also a business in Lincoln, Nebraska calling itself “Gotcha Covered” and operating the domain “gcovered.com.” As of the Issuance Date, this user has not made any claims against us. If your franchise were located in this area, and if this user could establish common law trademark rights in the area, it could materially affect your use of the trademarks in the area. We do not know of any superior prior rights or any other infringing uses that could materially affect your use of the Marks in any state.

You must follow our guidelines and requirements when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You must indicate to the public, using language that we may specify from time to time, in any contract, advertisement and that you are an independently owned and operated licensed franchisee of Gotcha Covered Franchising, LLC. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any marketing for the transfer, sale, or other disposition of the Franchise or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or

discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice, and will not be entitled to compensation or other rights as a result of the substitution. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

Your right to use the Marks is derived solely from your Franchise Agreement and is limited to conducting business in compliance with the Franchise Agreement and all applicable standards, specifications, and operating procedures we prescribe. Any unauthorized use of the Marks by you will constitute an infringement of our rights in the Marks. Your use of the Marks and any goodwill established by them will be for our exclusive benefit, and your Franchise Agreement does not confer any goodwill or other interests in the Marks upon you. All provisions of your Franchise Agreement applicable to the Marks will apply to any additional proprietary trade and service marks and commercial symbols authorized for use by, and licensed to you under, your Franchise Agreement. You may not at any time during or after the term of your Franchise Agreement contest or assist any other person in contesting the validity or ownership of any of the Marks.

You must prominently display the Marks on or with franchise posters and displays, service contracts, stationery, other forms we designate, and in the manner we prescribe; to give any notices of trade and service mark registrations and copyrights that we specify; and to obtain any fictitious or assumed name registrations that may be required under applicable law.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party alleging your use of the Marks, in accordance with the Franchise Agreement, that infringes upon that party's intellectual property rights. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. We are not required to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Marks, or if the proceeding is resolved unfavorably to you. You must not directly or indirectly contest our right to the Marks. We may acquire, develop, and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

Since 1992, a company in Gainesville, Florida has been offering window treatment services under the name "Gotcha Covered Blindz."

#### **ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents or patents pending are material to the Franchise. We claim proprietary rights in the Brand Standards Manual, which contains trade secrets, marketing and marketing materials, the System Website, our Gotcha Linked software, and similar items used in operating GC Businesses. We have not registered any copyrights in these works with the United States Registrar

of Copyrights, but we need not do so at this time to protect them. You may use these items only as we specify while operating your GC Business (and must stop using them if we so direct you). The Software License Agreement (SLA) for Gotcha Linked is Attachment 4 to the Franchise Agreement.

There are currently no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state. You must notify us immediately when you learn about an infringing or challenging use of our copyrighted materials. If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party that your use of our copyrighted materials in accordance with the Franchise Agreement infringes upon that party's intellectual property rights. We may require your assistance, but you are not permitted to control any proceeding or litigation relating to our copyrighted materials. We have no obligation to pursue any infringing users of our copyrighted materials. If we become aware of an infringing user, we will take the action we think appropriate, but we are not required to take any action if we do not feel it is warranted.

Our Brand Standards Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes site selection criteria; training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating GC Businesses; marketing and marketing programs for GC Businesses; any computer software or similar technology that is proprietary to us or the System; knowledge of, specifications for, and suppliers of operating assets and other products and supplies; and knowledge of the operating results and financial performance of GC Businesses other than your GC Business.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use nondisclosure and non-competition agreements with those having access to such information. We may regulate the form of confidentiality agreement(s) that you use and must be included as a third-party beneficiary with independent enforcement rights in that agreement.

## **ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

The GC Franchise shall be managed by you, or if you are an entity, one (1) shareholder, partner, or member who is a natural person designated in writing to us as the person to make all decisions for the franchisee entity ("Designated Owner"). We may allow you to appoint a manager ("Manager") to run the day-to-day operations of GC Franchise. You (or your Designated Owner, if you are an entity) and your Manager, if you have one), must successfully complete our training program which is discussed in Item 11. We do not require that a Manager have an ownership interest in the Franchisee. The Manager cannot have any interest in, or business relationship with, any business competitor of your Franchise. If you replace a Designated Owner or Manager, the new Designated Owner or Manager must satisfactorily complete our training program at your own expense.

Any Manager and, if you are an entity, an officer that does not own equity in the Franchisee entity must sign the System Protection Agreement, the form of which is attached to this Franchise Disclosure Document in Exhibit G. All of your employees, independent contractors, agents, or representatives that may have access to our confidential information must sign a Confidentiality Agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit G. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign an Owners Agreement guarantying the obligations of the entity, the form of which is attached to the Franchise Agreement as Attachment 2.

## **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must sell or offer for sale only those products and services authorized by us and which meet our standards and specifications (See Item 8). You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of products and services specified by us. You must pass through to customers the manufacturer's product warranty and comply with the requirements of the warranty program, as set forth in the Brand Standards Manual. We may change or add to our required products and services at our discretion with prior notice to you (See Item 8). If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. There are no limitations on our rights to make changes to the required services and products offered by you. You must discontinue selling and offering for sale any products or services that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

You may not sell products through other channels of distribution such as wholesale, internet, or mail order sales. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the GC Franchise, us, or our affiliates, without our prior written consent and as subject to the online policies contained in our Brand Standards Manual. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You are prohibited from actively promoting your business outside your Area of Primary Responsibility. You may, however, sell your products and services to customers outside your Area of Primary Responsibility that you did not acquire by actively promoting to them.

## **ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

### **THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.**