FRANCHISE DISCLOSURE DOCUMENT

GREEN MOTION NORTH AMERICA LLC
A Mississippi limited liability company
Unit 1, Aspen Farm, Sheep Lane
Woburn, United Kingdom MK17 9HD

www.greenmotion.com

You will operate a vehicle rental business that serves domestic and international drivers, tourists and commercial businesses under the trademark "Green Motion Car and Van Rental".

The total investment necessary to begin the operation of a Green Motion franchise ranges from $167,900 - $1,547,250. This includes $13,200 to $830,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Eddie Crespo at Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD, and 786-722-8562.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC, 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 30, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Green Motion business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Green Motion franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Addenda. See the Table of Contents for the location of the State Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation, arbitration, and litigation only in Mississippi. Out-of-state mediation, arbitration, and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Mississippi than in your own state.

2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital assets, perhaps including your house, at risk if your franchise fails.

3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

5. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

6. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State Addenda" (if any) to see whether your state requires other risks to be highlighted.

Green Motion North America LLC
Franchise Disclosure Document

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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, the terms "Franchisor", "we", or "us" means Green Motion North America LLC, the Franchisor. The terms "we", "us", and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a Green Motion franchise as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Mississippi on October 26, 2022. Our principal business address is Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD. We do business under our trade name, "Green Motion Car and Van Rental" and its associated designs (the "Marks"). We do not own or operate any businesses of the type you will be operating. We only offer franchises which operate under the "Green Motion" Marks, and we do not engage in other business activities. We have not offered franchises in any other line of business. We began offering franchises in May 2023.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

Our parent company is Green Motion of America LLC, a Mississippi limited liability company, with a principal place of business at Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD. Green Motion of America LLC is a wholly-owned subsidiary of Green Motion Limited, a United Kingdom limited company, with a principal place of business Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD. Green Motion Limited has offered vehicle rental franchises using the "Green Motion" trademarks in jurisdictions outside of the United States since November 2013. As of the Issuance Date of this Disclosure Document, Green Motion Limited has 700 Green Motion franchised operational locations in 80 countries. Green Motion Limited has also granted master franchise rights in Puerto Rico.

We have an affiliated company, U-Save International LLC, a Mississippi limited liability company, with a principal place of business at 1888 Main Street, Suite C #440, Madison, Mississippi, 39110. U-Save International LLC offers vehicle rental franchises using the "U-Save Car & Truck Rental" trademarks in the United States.

We have operated, through affiliates, Green Motion outlets similar to the franchise offered by this Disclosure Document for since 2016. We may operate other Green Motion concepts, including additional Green Motion outlets, in the future.

We have no predecessors.

The Franchise Offered:

We grant franchises for the right to operate a vehicle rental business that serves domestic and international drivers, tourists and commercial businesses.

Market and Competition:

The market for your Franchised Business consists of the general public who desire vehicle rental for a duration less than 30 days. Your customers will consist of individuals with temporary

transportation needs in their own locale, including those for whom charges are covered by insurance claims. The market for vehicle rentals is well-developed. Although sales of our services and products are not seasonal, there are peak periods and sales may be affected by economic conditions.

You will compete with businesses, including national, regional and local businesses, offering similar services and products to those offered by your Franchised Business. There are many other vehicle rental franchises, including national brands that dominate the air travel market. Airport locations are highly competitive.

Industry Specific Regulations:

The vehicle rental industry is heavily regulated. The Franchised Business is, or may, be subject to the specific federal and state laws, including, but not limited to, those relating to: State collision/loss damage waivers; State customer responsibility; age discrimination; State vicarious liability; privacy provisions of the Gramm-Leach-Bliley Act (to the extent you offer insurance); the Raechel and Jacqueline Houck Safe Rental Car Act; and the Americans with Disabilities Act.

You must comply with all local, state and federal laws and regulations that apply to the operation of your Franchised Business, including, among others, business operations, insurance, discrimination, and employment laws. Your advertising of the Franchised Business is regulated by the Federal Trade Commission. There may be federal, state and local laws which affect your Franchised Business in addition to those listed here.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer – Richard Lowden

Richard Lowden is our Chief Executive Officer, a position he has held since the company's inception. Richard is also the Chief Executive Officer of our affiliate U-Save International LLC, a position he has held since that company's inception in August 2022. Richard is the Founder and has served as Co-Chief Executive Officer of Move Mee Limited, an app-based car rental service based in Woburn, United Kingdom, from June 2019 to June 2023. Richard is also the Chief Executive Officer and President of our parent Green Motion Limited, based in Woburn, United Kingdom, which he founded in 2007.

Chief Product Officer – Chay Lowden

Chay Lowden is our Chief Product Officer, a position he has held since the company's inception. Chay is also the Chief Product Officer of our affiliate U-Save International LLC, a position he has held since that company's inception in October 2022. Chay has also been the Chief Product Officer of our parent Green Motion Limited, based in Woburn, United Kingdom, since January 2019, and was Green Motion Limited's Sales and Technology Director from January 2018 through December 2018.

Chief Operating Officer – Naomi Suzuki

Naomi Suzuki is our Chief Operating Officer, a position she has held since the company's inception. Naomi is also the Chief Operating Officer of our affiliate U-Save International LLC, a position she has held since that company's inception in August 2022. Naomi has also been the Chief Operating Officer of our parent Green Motion Limited, based in Woburn, United Kingdom,

since December 2021. Naomi previously served as Green Motion Limited's Director of Global Operations from September 2018 to December 2021, and its European Operations Director from July 2015 to September 2018.

Chief Americas Officer – Brenda Azua

Brenda Azua is our Chief Americas Officer, a position she has held since December 2022. From July 2015 to December 2022, Brenda was the Franchise Development Director for our parent, Green Motion Limited, based in San Jose, Costa Rica.

Chief Commercial Officer – Richard Bowden

Richard Bowden is our Chief Commercial Officer since September 2024. From October 2009 to March 2024, Richard served in various positions at Hertz, including Director of Strategic Online Accounts EMEA from October 2009 to December 2011, Director Strategic Online Accounts Hertz International and Commercial Director Advantage International from January 2012 to December 2012, Director of Indirect Sales from January 2013 to December 2013, Senior Director Indirect Sales from January 2014 to December 2014, Interim Vice President Sales January 2015 to February 2016, Vice President Commercial Sales from March 2016 to December 2017, and Vice President Inbound Sales from January 2018 to March 2024.

Chief Marketing Officer – Isabel Williams

Isabel Williams is our Chief Marketing Officer, a position she has held since April 2024. From July 2018 to March 2024, Isabel served in various positions at Booking.com, including Head of Marketing – Taxi from July 2018 to March 2020, Head of Connected Trip Marketing from March 2020 to September 2021, and Marketing Director – Trip Strategy from August 2021 to March 2024. From September 2014 to September 2021, Isabel was Head of Loyalty and Retention for Rentalcars.com.

Sales Director – Eddie Crespo

Eddie Crespo has been our Sales Director since January 2023. From June 2022 through December 2022, Eddie was the US/Latin America Sales Director for Wheels Car Rental Systems in Miami, Florida. He was also the Vice President of Business Development of Economy Rent-A-Car Corporation in Miami, Florida, from June 2017 to June 2022.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5: INITIAL FEES

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee varies based on your trade area, population demographics, and commercial account opportunities. The Initial Franchise Fee ranges from $10,000 to $800,000.

The Initial Franchise Fee is fully earned by us and due in lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

We will also charge you an Initial Reservation Deposit ("Initial Reservation Deposit") when you sign the Franchise Agreement. The Initial Reservation Deposit is a non-refundable fee used in connection with your participation in the System and required for reservations. The amount depends on the size of your Territory, ranging from $2,500 to $25,000.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without giving notice to you.

When you sign the Franchise Agreement, you must also sign the Central Reservations Systems Agreement and pay us a non-refundable set-up fee of approximately $700 to $5,000.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	The greater of 6% of Gross Revenue and the following minimum: Year 1: $500/month Year 2: $1,000/month Year 3+: $1,500/month	By the 15th day of each calendar month	We will collect Gross Revenue, deduct the fees payable to us, and distribute the balance to you. See footnote 1.
Required Minimum Expenditure for Local Marketing and Advertising	$5,000	Annually	Payable to third parties. All advertising must be pre-approved by us. See footnote 2.
Marketing Fund Contribution	The greater of 2% of Gross Revenue or $500; whichever is greater.	By the 15th day of each calendar month	We will collect Gross Revenue, deduct the fees payable to us, and distribute the balance to you.
Advertising Cooperative	Your share of actual advertising costs. Not to exceed $5,000. Currently not assessed.	As determined by cooperative	No cooperatives have been established as of our last fiscal year end. You are required to join an advertising cooperative if one is formed. Cooperatives will be comprised of all franchised Green Motion outlets in a designated geographic area. Any affiliate-owned outlet may participate in an advertising cooperative, in our sole discretion.

Type of Fee	Amount	Due Date	Remarks
GDS Support Fee	$75, subject to increase. Not to exceed $200.	Monthly	Please see the Central Reservations Systems Agreement in Exhibit C.
Booking Fees	$5 to $20, per reservation. Not to exceed 25%.	Monthly, as incurred	Please see the Central Reservations Systems Agreement in Exhibit C.
No Show Fees	$3.95 - $9.95, per incident. Not to exceed $15.	Monthly, as incurred	Please see the Central Reservations Systems Agreement in Exhibit C.
Broker Commissions	10% - 32% per reservation	Monthly, as incurred	Please see the Central Reservations Systems Agreement in Exhibit C.
Broker Overrides/Marketing Contributions	10% - 25% per reservation	Monthly, as incurred	Please see the Central Reservations Systems Agreement in Exhibit C.
Customer Service Portal	$60 per month, per user	Monthly, as incurred	
Customer Dispute Resolution	Actual amounts refunded, with a minimum of: (a) the full amount of rental charges and (b) $100, whichever is greater.	As incurred	If we resolve a customer dispute on your behalf, you are required to reimburse us the amount of any refund given.
Internal Systems Fee	Currently $0. Not to exceed $500 per month.	As incurred	We reserve the right to impose a fee for new or improved internal systems technology for the benefit of the System and the Franchised Business, including but not limited to, assigned phone numbers and email addresses, a franchise portal, benchmarking platform or other operations or communications systems.
Late Charge	5% of overdue amounts	As incurred	If you fail to pay us any amount when due, we may charge you a late fee.
Interest Charge	18% per annum from due date or maximum allowed by law, whichever is lower	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-sufficient Funds Fee	$100 per occurrence	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge

Type of Fee	Amount	Due Date	Remarks
			you a Non-sufficient Funds Fee.
Relocation Fee	$5,000	As incurred	This fee is due if we approve your request to relocate your outlet.
Successor Term Fee	$5,000	Before signing successor agreement	Payable to us. See Item 17.
Transfer Fee	75% of the then-current initial franchise fee For transfers to: (a) an existing franchisee in good standing, 50% of the then-current initial franchise fee (b) an entity owned and controlled by the franchisee for convenience purposes or for transfers among owners that does not change management control, $1,500 (c) a spouse, parent, or child upon death or permanent disability, $3,500.	Upon your request for approval of the transfer	Payable to us. Subject to state law. See Item 17
Initial Training	$100 per person, for replacement or additional trainees.	Prior to the commencement of training	Payable to us for replacement or additional trainees.
Additional Training	$500 per diem tuition, plus our actual travel and living expenses.	As incurred	See footnote 3.
Remedial Training Fee	$600 per trainer, plus our actual travel and living expenses.	As incurred	We may impose this fee, payable to us, if you request additional training at your premises from time to time, or if you are operating below our standards and we require you to have additional training.

Type of Fee	Amount	Due Date	Remarks
			You must also pay all costs for our trainer, which include but are not limited to, airfare, transportation, hotel, and meals.
Interim Management Support Fee	20% of Gross Revenue, plus expenses	As incurred	We may impose this fee (in addition to all regularly occurring fees such as the Royalty Fee and Marketing Fund Contributions), payable to us, if we provide on-site management of your Franchised Business.
Examination of Books and Records	Cost of examination plus related expenses. Not to exceed $1,000.	As incurred	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by 3% or more, you must pay us the cost of the audit and all travel and related expenses, in addition to repaying monies owed, including interest.
Evaluation Fee	Actual costs of inspection and testing	As incurred	Payable to us. See footnote 4.
Accounting Services	Actual costs. Not to exceed $1,000.	As incurred	You must use our designated accounting service if (a) you do not keep your books and records in accordance with our requirements or (b) we determine that use of a designated service by all franchisees is beneficial to the System.
Operations Manual Replacement Fee	$150, plus shipping cost	As incurred	We may impose this fee, payable to us.
Liquidated Damages	the greater of $50,000 or up to 24 months of rolling 12-month average of Royalty Fees and Marketing Fund Contributions	Upon termination of the Franchise Agreement due to your default, in a lump sum	If your Franchise Agreement is terminated due to your default, you must pay us the average monthly Royalty Fee and Marketing Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of 24 months or the number of months remaining

Type of Fee	Amount	Due Date	Remarks
			in the term of your Franchise Agreement.
Insurance Reimbursement	Amount paid by us for your insurance obligations, plus a 10% administrative fee and other actual expenses	As incurred	You must reimburse us for any insurance costs and other fees we incur due to your failure to meet the insurance obligations required by the Franchise Agreement.
Reimbursement of Cost and Expenses for Non-compliance	Actual costs and expenses. Not to exceed $1,000.	As incurred	See footnote 5.
Quality Review Services	Actual cost per mystery shop, CSAT, and/or other quality review services. Not to exceed $1,000.	Monthly	If we retain a third-party firm to conduct mystery shops, Customer Satisfaction Score ("CSAT") monitoring, and/or other quality review services you must pay the third-party firm. Updated vendor and fees are maintained in the Operations Manual.
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees, incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As Incurred	Payable to us.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] "Gross Revenue" means all revenues and income from any source derived, collected or received from, through, by or on account of the operation of your Green Motion outlet, including but not limited, customer payments for rental charges, time and mileage charges, counter product purchases, and damage waiver purchases, any and all other revenues received using our methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. It does not include (a) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, (c) properly documented promotional discounts (i.e., coupons), or (d) damage charges.

[2] Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. You may not use social media platforms, such as Facebook, Twitter, Instagram, LinkedIn, YouTube, TikTok, blogs, and other

networking and sharing websites, unless you first receive our written approval to do so and such use is in strict accordance with our requirements.

[3] We may offer mandatory and/or optional additional training programs from time to time. If we require it, you must participate in additional training and/or attend a national business meeting or annual convention for up to five days per year, at a location we designate. In addition to tuition or attendance fees, you are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

[4] If you wish to purchase, lease or use any equipment, supplies, services or other items unapproved or from an unapproved supplier, you must request our prior written approval. As a condition to our approval, we may require inspection of the proposed supplier's facilities and evaluation and testing of the proposed item or service.

[5] If you breach the Franchise Agreement, you must reimburse us any costs we incur to cure your default. You must also pay us for all damages, costs and expenses, including reasonable attorneys' fees and our committed payments on your behalf, we incur in obtaining any remedy, injunctive or other relief to enforce the provisions of the Franchise Agreement or resulting from a termination of the Franchise Agreement.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee	$10,000 - $800,000	Lump sum payment in cash or available funds	Upon signing the Franchise Agreement	Us
Initial Reservation Deposit[1]	$2,500 - $25,000	Lump sum payment in cash or available funds	Upon signing Franchise Agreement	Us
Central Reservations Systems Set-Up	$700 - $5,000	Lump sum payment in cash or available funds	Upon signing the Central Reservations Systems Agreement	Us
Your Training Expenses[2]	$500 - $3,000	As required	As required	Suppliers of transportation lodging & meals.
Premises Deposits[3]	$6,500 - $24,750	As required by landlord, utility providers	As required by landlord, utility providers	Landlord, Utility providers
Leasehold Improvements[4]	$25,000 - $75,000	As required	As required	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Furniture, Fixtures, Equipment and Signage[5]	$6,000 - $17,500	As required	As required	Suppliers
Computer Systems[6]	$2,000 - $10,000	As required	As required	Suppliers
Vehicles[7]	$100,000 - $500,000	As required	As required	Suppliers
Grand Opening Marketing	$500 - $5,000	As required	As required	Suppliers
Professional Fees[8]	$2,000 - $10,000	As required	As required	Attorney, Accountant, Other Professional Service Providers
Licenses and Permits[9]	$200 - $4,000	As required	Before opening or as required	Government Agencies
Insurance[10]	$2,000 - $18,000	As required	Before opening	Insurer
Operating Expenses / Additional Funds – Three months[11]	$10,000 - $50,000	As incurred	As arranged	Suppliers, Employees, etc.
TOTAL	**$167,900 - $1,547,250**			

[1] This amount is a non-refundable fee used in connection with your participation in the System and required for reservations. The amount depends on the size of your Territory. The Initial Reservation Deposit is $2,500 for a Commercial/Residential Trade Area with a population of 80,000 or less, $5,000 for a Commercial/Residential Trade Area with a population of 80,001 or more, and $25,000 for an Airport Trade Area regardless of population. You are required to maintain a minimum deposit amount equal to the greater of either (i) the average of 2 months of Franchised Business operations for each Franchised Business you operate or (ii) 17% of your Gross Revenue in a Franchised Business bank account from which Automated Clearing House ("ACH") payments are made to the Franchisor.

[2] This amount is for transportation, lodging and meals for two people attending the initial training program and will vary in relation to travel expenses for air fare, lodging, meals, seasonality, and the geographic area from where you are traveling.

[3] You must obtain a site for your Franchised Business that is approved by us. We anticipate that you will lease your Franchised Business and estimate that monthly rent for the leased space will range from $2,000 to $8,000 per month, depending upon the size, condition, and location. Car rental offices vary in size, ranging from 300 to 1500 square feet. Typical sites for a Green Motion outlet are zoned for auto sales or service uses. Our outlets can be operated as stand-alone retail operations, or operate alongside other vehicle-related businesses, such as new or used car dealerships, body shops, transportation hubs or service facilities. Your landlord will likely require you to pay a security deposit equal to one month's rent or more. Utility providers set the amounts

of the utility deposits. A credit check may be required by the issuing utility company prior to the initiation of services, or a higher deposit required for first time customers. These costs will vary depending on the type of services required for the facility and the municipality or utility provider from which they are being contracted. The figures in the chart include deposits that may be refundable to you at a later time. In most cases, your lease will require you to pay electric, gas, water, and other utilities directly; however, some landlords cover some utility charges through maintenance fees.

[4] This cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work and the location of the Franchised Business.

[5] You must outfit your Franchised Business premises with office furniture, storage cabinets, lighting, and signage.

[6] We require you to purchase computer hardware, software and applications meeting our minimum specifications for use at your Franchised Business. This estimate includes the cost of computer hardware, a credit card reader, and purchase and installation of our required reservations systems and rental counter software. You must also have internet and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of sales information. We reserve the right to change your requirements for computer hardware and software at any time.

[7] Your vehicle fleet will consist primarily of automobiles, vans, light duty trucks and specialty vehicles. This estimate assumes the purchase in full of your opening fleet. Your initial costs will be less if you lease your fleet or finance your purchase. These amounts will vary depending upon your fleet size and current cost of vehicles. You are required to have an opening fleet of 20 vehicles.

[8] Professional fees include setting up a corporation or other entity and engaging an accountant and/or attorney to review this Disclosure Document, a lease for the Franchised Business premises and other matters relative to your purchase of a Green Motion franchise.

[9] State and local government agencies typically charge fees for occupancy permits operating licenses and construction permits. Costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

[10] You must purchase the amounts and types of insurance as required by our Confidential Operations Manual from time to time (see Item 8). Factors that affect your cost of insurance include the size and location of the Franchised Business, value of the improvements, size of your vehicle fleet, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase. The amount of insurance require is also affected by lease requirements.

[11] This is an estimate of the amount of additional capital that you may need to operate your Franchised Business during the first three months after commencing operations. This estimate includes rent, utilities, initial staff recruitment expenses, and employee wages. These estimates do not include any compensation to you, nor do they include debt service.

We relied upon our parent company's experience of costs associated with opening Green Motion outlets over a 20-year period. You should review these figures carefully with a business advisor

before making any decision to invest in the franchise. Your additional costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our service; competition; and the sales level reached during your initial period.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, supplies and services that your Franchised Business must use or provide which meet our standards and requirements. You will be required to purchase all equipment, supplies and services from our designated suppliers and contractors or in accordance with our specifications as provided from time to time, unless we permit otherwise as further discussed below. We maintain written lists of approved items of equipment, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

Your vehicle fleet must meet our specifications, which are described in our Manual. As of our last fiscal year end, your fleet may not include automobiles older than the current model year, minus three model years, nor may it include cargo vans or trucks older than the current model year, minus six model years. We require a portion of your vehicle fleet to contain newer vehicles with limited mileage. As of our last fiscal year end, at least 80% of your fleet must consist of vehicles no older than the current model year, minus three model years, with no more than 60,000 miles. Reservation services may also require newer vehicles or vehicles of a certain type or class. You may maintain the mix of vehicles that best suits your market (subject to the specifications contained in the Manual). You must, however, have a fleet consisting of at least 60% passenger vehicles. While many locations offer trucks, Green Motion are primarily car rental brands.

Before you open for business, you must purchase and maintain at your sole cost and expense the required insurance coverage for your operation.. The minimum insurance required is comprehensive general liability insurance, including coverage for personal and advertising injury, in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate, and garage liability in the amount of $1,000,000 per occurrence; comprehensive vehicle liability insurance of at least a combined single limit per occurrence for bodily injury and property damage of $1,000,000 for all owned, hired and non-owned vehicles and which provides coverage for your customers; property damage insurance in an amount that covers the full replacement value of your fixtures, equipment, vehicles, inventory and leasehold improvements or the amount required by your lease, whichever is higher; business interruption insurance in an amount no less than necessary to satisfy your obligations under the franchise agreement for a minimum period of 12 months; worker's compensation coverage as required by state law, employee dishonesty insurance of at least $25,000, and employer liability insurance with a minimum coverage of $500,000; and loss of electronic data coverage of no less than $10,000 identify theft coverage of no less than $2,500 per loss and $5,000 for expenses. Each policy must be written by a responsible carrier or carriers acceptable to us and must name us, and our respective officers, directors, partners, agents and employees as additional insured parties, and contain a waiver of the insurance company's rights of subrogation against us.

Neither we, nor any of our affiliates, are an approved supplier for any goods or services that you are required to lease or purchase.

None of our officers owns an interest in any approved supplier.

We approve suppliers after careful review of the quality of the products and services they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such a request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we may charge you an evaluation fee. Such evaluation fee shall be reasonable and shall not exceed our actual cost and expense of inspection and testing.

From time to time, we may receive revenue, rebates, discounts or other material consideration from suppliers based on your required purchases of products, supplies or equipment. Any rebates or discounts we receive may be kept by us to our sole discretion. We received no revenue, rebates, discounts or other material consideration from suppliers during our fiscal year ending December 31, 2025.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 36% to 67% of your costs to establish your Franchised Business and approximately 35% to 50% of your costs for ongoing operation.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Although we do not do so currently, we may in the future negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	11

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
b. Pre-Opening Purchase/Leases	6.2, 8.3, 10.5, 12.3.1	7, 11
c. Site Development & other Pre-Opening Requirements	8.2, 8.3, 12.1.1, 12.1.3	11
d. Initial and Ongoing Training	Article 7	11
e. Opening	8.2.4, 8.3	11
f. Fees	5.1, 5.2.7, Article 6, 8.4, 11.4.3, 12.3.2, 12.3.7, 12.5, 12.6, 12.7, 13.3.1, 16.4, 18.1.8, 19.1.5	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, Article 12, 19.1.1	8, 11
h. Trademarks and Proprietary Information	9.4, Article 14, 19.2, 19.3, 19.4	13, 14
i. Restrictions on Products/Services Offered	12.1.1, 12.1.5, 12.5	8
j. Warranty and Customer Service Requirements	Not Applicable	Not Applicable
k. Territorial Development and Sales Quotas	3.1, Attachment 3	12
l. Ongoing Product/Service Purchases	12.1.4, 12.3.5	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.2	Item 11
n. Insurance	Article 15	7
o. Advertising	12.1.9, Article 13	6, 11
p. Indemnification	15.6, 16.3.6, 21.1	14
q. Owner's Participation, Management, Staffing	11.1, 11.4, 12.1.6	11, 15
r. Records /Reports	12.2	6
s. Inspections and Audits	9.2, 12.1.7, 12.2.5	6, 11
t. Transfer	Article 16	17
u. Renewal	Article 5	17

Obligation	Section or Article in Franchise Agreement	Item in Franchise Disclosure Document
v. Post-Termination Obligations	Article 18	17
w. Non-Competition Covenants	19.5	17
x. Dispute Resolution	Article 20	17
y. Guaranty	11.3, Attachment 6	15

ITEM 10: FINANCING

If you meet our qualifications, we, our parent, or our affiliate may offer you financing of the Initial Franchise Fee. You must sign a Promissory Note and Security Agreement, and, if applicable, your spouse must sign a Personal Guaranty (See Exhibits D, E and F). We do not offer any other direct or indirect financing.

The following table summarizes the financing we may offer:

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Yrs)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
Initial Franchise Fee	Us, our parent or affiliate	$10,000 minimum	Up to $775,000	1-3 years. See Note 1.	0%	Varies. See Note 2.	None	See Note 3.	See Note 4.	See Note 5.

[1] We offer a payment plan of up to 18 months for financed amounts less than $50,000. For financing over $50,000, the Term is up to three years.

[2] The Monthly Payment will vary depending on the amount financed.

[3] You are required to sign a Security Agreement that will grant us a security interest in the assets of your Green Motion Franchised Business, including but not limited to, your bank accounts, accounts receivable, computer systems, furniture, fixtures, equipment, and vehicles. Additionally, your spouse is required to sign the Promissory Note.

[4] If you default on your obligations under the Promissory Note, we have the right to require immediate payment of the full balance of the amount owing under the Promissory Note, collect the full balance owing from you or any guarantor, file suit and obtain judgment, take possession of any collateral, or sell, lease or otherwise dispose of any collateral at public or private sale, with or without advertisement. You must also pay our costs to collect the debt, including courts costs and reasonable attorney fees. Additionally, a default of the Promissory Note is a default of the franchise agreement, and we may terminate your franchise agreement.

[5] You waive your rights to notice of a collection action and to assert any defenses to collection against us or our affiliate. Additionally, a default of the Promissory Note is a default of the franchise agreement, and we may terminate your franchise agreement.

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. provide you with site selection guidelines and approve a location for your Franchised Business. Within 30 days of signing the Franchise Agreement, you must submit a written request for our approval of your proposed location and provide us with all the information about the site that we request. We will respond to your approval request within 15 business days. We consider the following factors in approving a site: general location and neighborhood, distance from neighboring franchise territories, proximity to major roads and transportation hubs, traffic patterns, and demographic characteristics of the area. If you do not secure a site that meets our approval within 75 days of signing the Franchise Agreement, you will be in default, and we reserve the right to terminate the Franchise Agreement. We will not own and/or lease a site to you. You are responsible for negotiating a lease with the owner of a site we approve. (Franchise Agreement, Sections 8.1.2, 8.1.3 10.1).

b. provide you with criteria for the layout, design, appearance, and/or signage for your outlet and, at our discretion, make on-site inspections of your construction progress. You, your architect, and your contractor are required to incorporate our criteria in plans for the construction of your premises and obtain permits. We do not adapt plans or obtain permits for you. (Franchise Agreement, Sections 8.2.2, 10.2).

c. provide our Operations Manual and other manuals and training aids we designate for use in the operation of your Franchised Business, as they may be revised from time to time (Franchise Agreement, Section 10.3).

d. provide a written list of other equipment, signage, supplies and fleet inventory that will be required to open the Franchised Business. We do not provide, purchase, deliver, or install any of these items for you (Franchise Agreement, Section 10.5).

e. provide you with our standard Vehicle Rental Agreement and related form(s). You are required to revise the Vehicle Rental Agreement, if necessary, to comply with the laws in your Territory and submit them to us for approval (Franchise Agreement, Section 10.6).

f. provide you with initial training. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Franchise Agreement, Sections 7.1 and 7.2).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is between 90 and 180 days. Before you may open, you must (a) complete our initial training program, (b) complete all improvements to the Franchised Business premises (c) hire and train your staff, (d) obtain all required licenses to operate the Franchised Business, and (e) acquire an initial fleet of vehicles. Factors that may affect this time period include your ability to acquire a license and permits, financing any portion of the initial investment and completion of required training. If you have not opened your Franchised

Business within 180 days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended is a default of the Franchise Agreement. (Franchise Agreement, Section 8.3).

3. Obligations After Opening

During the operation of your franchise, we will:

a. offer, in our discretion, mandatory or optional additional training programs. If we require it, you must attend mandatory additional training and/or an annual business meeting or franchisee conference for up to five days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We have the right to impose a fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.3).

b. upon your request, or as we determine to be appropriate, provide remedial in-territory training and assistance. For any in-territory training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement, Section 7.4).

c. upon your request, provide individualized assistance to you by telephone, video conferencing, or electronic mail, subject at all times to the availability of our personnel and within reasonable limits (Franchise Agreement, Section 7.5).

d. from time to time, as may become available, provide you with samples or digital artwork of advertising and promotional materials (Franchise Agreement, Section 10.7);

e. conduct inspections of your Franchised Business, at the frequency and duration that we deem advisable. Such inspections include evaluating your service, vehicles and premises to ensure that they meet our standards (Franchise Agreement, Section 10.4);

f. provide you with any written specifications for required equipment, products and services and updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.8);

g. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 10 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 10 business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6).

4. Advertising

Local Advertising (Franchise Agreement, Sections 13.2 and 13.5)

We require you to spend at least $500 to $5,000 on opening advertising and promotional activities 30 days prior to and within the first 30 days following the opening of your Franchised Business. Thereafter you are required to spend a minimum of $5,000 annually on local marketing.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 10 business days; however, if we do not respond within 10 business days, the proposed advertising or marketing material is deemed "disapproved".

We do not provide for placement of local advertising on your behalf, and we have no obligation to spend any amount on advertising in your area or territory. You are responsible for local advertising placement. You may not maintain a business profile on Facebook, Twitter, Instagram, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

System-wide Advertising Funds (Franchise Agreement, Sections 13.3 and 13.4)

Each month you are required to contribute 2% of Gross Revenue or $500, whichever is greater, to our systemwide "Marketing Fund". Green Motion outlets operated by our affiliates or us may, but are not obligated to, contribute to the Marketing Fund on the same basis as System franchisees.

The Marketing Fund is administered by our accounting and marketing personnel. We may use Marketing Fund contributions to pay any and all costs for developing, producing and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through any media we determine; conducting marketing research and employing advertising agencies; developing, enhancing and maintaining our website, social media platforms, apps, and other technology for the benefit of the brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that we internally administer or prepare.

The Marketing Fund will not be used to defray any of our other general operating expenses. Marketing Fund contributions will not be used to solicit new franchise sales; provided however, we have the right to use the Marketing Fund for public relations, to explain the franchise system, and/or include "Franchises Available" or similar language and contact information in advertising produced with Marketing Fund contributions.

The Marketing Fund collects and expends contributions for the benefit of the System as a whole. We have the right to use the Marketing Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, on our discretion, including but not limited to, internet and direct-mail campaigns. We have no obligation, however, to use the Marketing Fund to place advertising or conduct marketing campaigns in any particular area, including the geographical area where your Franchised Business is located. The Marketing Fund and its earnings will not otherwise inure to our benefit except that any resulting technology and intellectual property will be deemed our property.

We have no obligation to make expenditures that are equivalent or proportionate to your Marketing Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Marketing Fund.

The Marketing Fund is not audited. An annual unaudited financial statement of the Marketing Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Marketing Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year. Although the Marketing Fund is intended to be for perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Marketing Fund, however, until all monies in the fund have been spent on advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

For the fiscal year ended December 31, 2025, the Marketing Fund expenditures were allocated as follows: 71% was spent on advertising and 13% on payroll and consultant fees related to marketing activities. The remaining 16% has been carried forward to 2026 Marketing Fund.

Advertising Council (Franchise Agreement, Section 9.6)

We do not have an advertising council composed of franchisees that advise us on advertising policies. The Franchise Agreement gives us the right, on our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance and profitability. We have the right to change or dissolve the council at any time.

Regional Advertising Cooperative (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Green Motion outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, at our sole discretion. Each outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents.

If we establish a regional advertising fund or cooperative, you must contribute the amounts we require which will not exceed $5,000. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Marketing Fund; however, up to one-half of your local advertising expenditure may be credited to your required regional cooperative contributions.

5. <u>Computer Systems</u> (Franchise Agreement, Section 12.3)

You must purchase and use the point-of-sale system ("POS System") we specify, and have the latest versions of hardware, software and applications to operate the POS System. The POS System performs a variety of functions, including rental counter management, payment processing, and report generation.

You are required to use the Reservation System(s) platforms, software and applications that we specify and pay all set-up and on-going access fees for the Reservation System(s). The Reservation System(s) integrates with the POS System and allows for the placement and acceptance of domestic and international reservations requested through our websites, third-party websites, online travel agencies, Global Distribution System and other travel industry sources. You are required to pay all fees and commissions associated with bookings received through the Reservation System(s).

You are required to install and use our Customer Service Portal for the tracking of customers' inquiries and complaints during and following rental periods.

You are required to use all other software and applications that we specify and pay any subscription or access fees associated with them.

The current cost of the required hardware and software for the POS System is $2,000 to $10,000, including credit card reader(s) and receipt printer(s). The current costs to install the required Reservation System(s) is $700 - $5,000 per location, and the monthly support fee is $75, subject to increase. Please see Item 6 for per-reservation fee and commission charges. The current monthly support fee for our Customer Service Portal is $40, a subject to increase.

We may in the future modify the sales reporting systems as we deem appropriate for the accurate and expeditious reporting of Gross Revenue, and you must fully cooperate in implementing any such system at your expense.

The POS System allows us to independently and remotely access all of your sales data, including your Gross Revenue, through the internet. There are no contractual limitations on our right to have full access to this information. We may retrieve, download, analyze and store such information and data at any time. We own all customer data stored in your customer management account.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems or programs. We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of the POS System or any replacements thereto. We estimate the annual cost of maintaining, updating and upgrading your computer hardware and software will be between $0 and $300 depending on the make and model of your hardware, required upgrades to operate our current management and payment processing applications, repair history, usage, local cost of computer maintenance services in your area and technological advances.

6. Table of Contents of Operations Manual

The Table of Contents of our Operations Manual, current as of our last fiscal year end is attached as Exhibit H. The Operations Manual has a total of 58 pages.

7. Training (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity) must complete our initial training program, at least one week (but no more than six weeks) before

opening your Franchised Business. We will train you virtually and/or at our headquarters, a franchised outlet, your site, or another location we specify.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Pricing System Training	2	2	Virtually and/or Woburn, UK, or your site
Wheels/Front Counter System Training	10	2	Virtually and/or Woburn, UK, or your site
Rental Process/Counter Procedures	2	0	Virtually and/or Woburn, UK, or your site
Customer Service and Reservations	2	1	Virtually and/or Woburn, UK, or your site
Marketing	2	0	Virtually and/or Woburn, UK, or your site
Total	18	5	

We conduct our initial training program, as needed. Training will be provided by or under the direction of Brenda Azua. Ms. Azua has over 25 years of experience in the car rental, outsourcing, and software industries. Additionally, she has over three with us and an additional seven years with our parent company. The training will focus on operational aspects of a Green Motion outlet, including the reservation and rental process, computer systems, fleet management, customer service and our financial reporting/billing methods.

Our training materials consist of oral presentations, written materials and PowerPoint presentations. You will receive both classroom instruction and hands-on training, though the majority of the training will be managed virtually. You may not commence operation of the Franchised Business unless and until we determine that you have successfully completed the initial training program.

The cost of our instructors and training materials for you and your employees is included in the Initial Franchise Fee. Our current fee to provide initial training to any subsequent personnel you hire after your initial training is complete is $100 per person. You are responsible to pay for travel expenses for yourself and your personnel.

If you do not complete our initial training program to our satisfaction, we have the right to terminate the Franchise Agreement.

We may conduct mandatory or optional additional training programs, including an annual conference or national business meeting. If we require it, you must attend mandatory training programs and/or an annual conference or national business meeting for up to five days each year, at a location we designate. Failure to attend mandatory training, including an annual conference or business meeting, is a default under the Franchise Agreement. We have the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference, which will not currently exceed $500 per person per day. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

Under the Franchise Agreement, you have the right to establish and operate your Franchised Business within a territory that you and we agree upon prior to signing the Franchise Agreement (the "Territory"). You are required to find and obtain possession of a specific location for your Franchised Business that meets our site selection criteria and our approval. The Territory is determined on an individual basis taking into account deplanements ;population; numbers of households, registered vehicles, and businesses; and other relevant demographics. We do not grant a minimum territory threshold, such as a specific radius or minimum specified population. Your Territory will be identified and attached to your Franchise Agreement on Attachment 2.

You may not change the location of your Franchised Business, without our written approval, which we may withhold in our sole discretion. If we give our approval, we will charge you a relocation fee equal to $5,000. The factors we consider in permitting a relocation include: loss of your premises not due to your default, demographics of the surrounding area of the proposed relocation site, proximity to other Green Motion outlets, lease requirements, traffic patterns, vehicular and pedestrian access, proximity to major roads and transportation hubs, available parking, and overall suitability. If you wish to relocate, you must identify a new location for the Franchised Business that is approved by us, in accordance with our then-current site selection procedures, and build out the approved location within 120 days. If you do not identify a site and complete the build-out within this time period, we may terminate the Franchise Agreement. You must continue to operate at your original premises until the construction of the new site is complete.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories. We may, but have no obligation to, consider granting you the right to establish additional Green Motion outlets under other franchise agreements.

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. During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another outlet or grant the right to anyone else to open an outlet within your Territory using the same Marks that have been licensed to you. However, notwithstanding this limited protection right we grant to you, we reserve all rights not expressly granted in the Franchise Agreement.

We reserve the right to offer and sell, either directly or through others, within or outside of your Territory, the same or similar services under the Marks that have not been licensed to you. For

example, our affiliate has the right to operate, directly or through a franchisee, a U-Save Car & Truck outlet in the Territory.

We reserve the right to offer and sell, either directly or through others, other vehicle concepts or products under the Marks or other trademarks within your Territory. We also reserve the right to solicit, sell to, negotiate rates with, and service businesses and organizations that have recurring multiple bookings and/or vehicle rental needs in multiple geographic areas ("Commercial Accounts"). We may offer you the first right to service Commercial Accounts in your Territory, provided that you accept the negotiated terms.

We and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business.

You are required to meet the following minimum performance requirements:

Minimum Royalty:	
Year 1	$500 /month
Year 2	$1,000 /month
Year 3+	$1,500/month
Minimum Marketing Fund Contribution:	
Throughout Term	$500 /month
Minimum Fleet Size:	
Opening Date	20 Vehicles
By Month 6	50 Vehicles
Commencement of Year 3	As Negotiated
Commencement of Year 4	As Negotiated
Commencement of Year 5+	As Negotiated

If you do not meet these minimum requirements, we have the right to terminate your Franchise Agreement. There is no other market penetration or other contingency that will affect your right to operate in your Territory during the term of your Franchise Agreement, unless you are in default of your obligations to us.

We and our affiliates may sell products and services under the Mark within or outside the Territory through any internet, catalog sales, telemarketing, or other direct marketing ("Alternative Distribution Channels"). You will receive no compensation for our sales through Alternative Distribution Channels in the Territory, unless you fulfill a vehicle rental booking. You may not use Alternative Distribution Channels to make sales inside or outside your Territory.

You may only solicit customers for sales in your Territory. You are prohibited from regularly picking up customers in another franchisee's territory to render service at your Franchised Business location.

ITEM 13: TRADEMARKS

The Franchise Agreement will license to you the right to operate your Franchised Business using

the following trademark (the "Principal Mark"), which are registered with the U.S. Patent and Trademark Office:

Mark	Registration Number	Registration Date	Register
greenMOTION® car and van rental	5,168,470	March 21, 2017	Principal
GREEN MOTION	4,274,115	Jan. 15, 2013	Principal

All required affidavits and renewal registrations have been filed with the U.S. Patent and Trademark Office.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Mark or other Marks. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Mark or other Marks. We have the right to control any administrative proceedings or litigation involving the Principal Mark or other Mark licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

We have the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such an event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Mark, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest our rights or our affiliate's rights, to the Principal Mark or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Mark or other Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of the Principal Mark or other Marks in a manner material to the franchise.

As of our last fiscal year end, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim

copyrights on our certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in our Operations Manual and the contents of our website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of our last fiscal year end, we are unaware of any infringing uses of our superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

If you develop any new concept, process, method, formula, product, service, or improvement ("Improvement") in the operation or promotion of the Franchised Business, you are required to promptly notify us and provide us with all requested information related to the Improvement and sign all documents necessary for us to obtain full proprietary rights to the Improvement. We have no obligation to compensate you for the Improvement or for any cost you incur to sign over your rights to the Improvement to us.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, formulae, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, pricing algorithms, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the "Confidential Information"). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets will remain our exclusive property. You may never during the Initial Term, any Successor Term, or after the Franchise Agreement expires or is terminated reveal any of our Confidential Information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Any and all of your personnel who have access to our Confidential Information must sign our Confidentiality and Non-Compete Agreement (Franchise Agreement, Attachment 8).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you personally supervise, devote full time, and manage the day-to-day operation of your Franchised Business. You may not appoint a non-owner manager of your Franchised Business, unless you receive our prior written approval. Upon approval, your manager must successfully complete our initial training program and all other training courses we require. Your manager must devote full time to the job and cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your manager is not required to have an equity interest in the franchisee entity but must otherwise meet our approval.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Confidentiality and Non-Compete Agreement, which is attached to our Franchise Agreement as Attachment 8. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Franchise Agreement as Attachment 6.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You must offer and sell all products and services that are part of the System, and all services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved.

You may only engage in providing products and services to end-consumers and cannot rent vehicles for the purpose of carrying passengers or property for hire. Accordingly, you may not rent vehicles to limousine, taxi or moving companies and the like. You are not permitted to rent vehicles to unlicensed drivers, and you are not permitted to rent vehicles to underage drivers if your insurance does not permit it.

You may not use our Principal Mark or other trademarks for any other business, and you may not conduct any other business from your Franchised Business premises. You cannot engage in any other business that competes with your Franchised Business, with us or our affiliates, or with Green Motion outlets owned by other franchisees, whether such business is inside or outside of the Territory. With our consent, you may operate U-Save Car & Truck Rental franchises inside or outside of your Territory, provided that you meet our affiliate's requirements for doing so.

We may add to, delete from or modify the products and services that you can and must offer. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit customers for sales in your Territory. You are prohibited from regularly picking up customers in another franchisee's territory to render service at your Franchised Business site(s).

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Article 4	Term is 10 years
b.	Renewal or extension of the Term	Article 5	If you are in good standing as defined below, you can sign a successor agreement for one additional term of 10 years, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchised Business is located.
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than three events of default during current term, provide written notice to us at least six months before the end of the term, have the right to continued occupancy of the Franchised Business premises or obtain our approval to relocate, pay us a successor agreement fee, repair, upgrade or replace the equipment and other Franchised Business assets to meet then-current specifications, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training, and execute a new franchise agreement. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.
e.	Termination by franchisor without cause	Not Applicable	The Franchise Agreement will terminate upon your death or permanent disability and the Franchised Business must be transferred within six months to a replacement franchisee that we approve.
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default, subject to state law. The Franchise Agreement describes defaults throughout. Please read it carefully.
g.	"Cause" defined – curable defaults	Section 17.3	You have five days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for

	Provision	Section in Franchise Agreement	Summary
			more than 30 days; or foreclosure proceedings that are not disclosed within 30 days. We may terminate the Franchise Agreement upon notice to you if you: do not acquire a site, do not complete construction, obtain permits and/or open the Franchised Business within required time frames; falsify any report to us; cease operations for five days or more, unless the premises are damaged and you apply to relocate; lose possession of the premises, unless you are not at fault for loss and you timely apply to relocate; fail to restore and re-open the Franchised Business within 120 days after a casualty, as may be extended by us; fail to comply with applicable laws; default under any lease for the premises; understate Gross Revenue two or more times; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or plead no contest to a felony or to a crime or do anything that could damage the goodwill or reputation of our trademarks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of our trademarks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use our trademarks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations three or more times during the term or receive two or more default notices in any 12-month period; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two or more times within any 12-month period; or terminate the Franchise Agreement without cause.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a Green Motion franchisee; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; pay liquidated damages, sell to us, at our option, all fixtures, equipment, vehicles and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, and social media accounts, software, and the lease for the location.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Sections 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our initial training program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Exhibit J to this Franchise Disclosure Document; you will subordinate any claims you have against the transferee to us; you will indemnify us for misrepresentations in the transfer process (excluding our representations in the FDD); our approval of the material terms and conditions of the transfer; obtain landlord's consent to transfer the premises lease, if applicable; and payment of a transfer fee.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 30 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 60 days to close and (e) you will give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, signs, advertising materials, vehicle fleet and supplies at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchised Business must be transferred within six months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers of any Green Motion outlet (including yours) to any competitor; participate in any capacity, including, but not limited to as an owner, partner, officer, director, employee, or agent, in any other capacity in any vehicle rental business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers of any Green Motion business (including yours) to any competitor; participate in any capacity, including, but not limited to as an owner, partner, officer, director, employee, or agent, in any other capacity in any vehicle rental business within 10 miles of your former outlet location or any other Green Motion outlet location; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees.
s.	Modification of the agreement	Sections 9.4, 14.6 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.12	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any Franchise Agreement or any related agreement is intended to disclaim the express representations made in this Franchise Disclosure Document (subject to state law).
u.	Dispute resolution by arbitration or mediation	Sections 20.1, 20.2 and 20.3	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, and then to binding arbitration, excluding claims related to injunctive relief, anti-trust, the trademarks, possession of the Franchised Business premises and post-termination obligations. Subject to state law.
v.	Choice of forum	Section 20.5	Litigation takes place in Mississippi, subject to applicable state law.
w.	Choice of law	Section 20.5	Mississippi law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document and the Franchise Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Eddie Crespo at Green Motion North America LLC, Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	2	+2
Company – Owned	2023	4	9	+5
	2024	9	6	-3
	2025	6	4	-2
Total Outlets	**2023**	**4**	**9**	**+5**
	2024	**9**	**6**	**-3**
	2025	**6**	**6**	**0**

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
None	2023	0
	2024	0
	2025	0
Total	**2023**	**0**
	2024	**0**
	2025	**0**

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Total	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**2**	**0**	**0**	**0**	**0**	**2**

Table No. 4
Status of Company Owned Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
California	2023	1	0	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
Colorado	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Florida	2023	2	3	0	0	0	5
	2024	5	0	0	3	0	2
	2025	2	0	0	0	2	0
Hawaii	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Louisiana	2023	0	0	0	0	0	1
	2024	0	0	0	1	0	0
	2025	0	0	0	0	0	0
Total	**2023**	**4**	**5**	**0**	**0**	**0**	**9**
	2024	**9**	**1**	**0**	**4**	**0**	**6**
	2025	**6**	**0**	**0**	**0**	**2**	**4**

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Texas	0	1	0
Total	**0**	**1**	**0**

Exhibit I lists the location of each franchisee in our System, and each franchisee who has had an outlet terminated, canceled, not renewed, or has otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our last fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for the periods ending December 31, 2023, December 31, 2024 and 2025, are included in Exhibit G. Our fiscal year end is December 31.

ITEM 22: CONTRACTS

A copy of all proposed agreements regarding the franchise offering are included in this Disclosure Document, as follows:

- Exhibit B -- The Franchise Agreement and attachments to it
- Exhibit C – Central Reservations Systems Agreement
- Exhibit D – Promissory Note, if you obtain financing from us, our parent, or our affiliate
- Exhibit E – Security Agreement, if you obtain financing from us, our parent, or our affiliate
- Exhibit F – Personal Guaranty, if you obtain financing from us, our parent, or our affiliate
- Exhibit J – General Release
- Exhibit L -- Franchisee Acknowledgement Statement, as permitted by state law. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ITEM 23: RECEIPT

A receipt in duplicate is attached as the last two pages of this Disclosure Document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Eddie Crespo at Green Motion North America LLC, Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD.

EXHIBIT A

LIST OF FRANCHISE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Bismarck, ND 58505-0510 (701) 328-2910	North Dakota Insurance Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166	Legalinc Corporate Services Inc. 1591 Savannah Highway Suite 201 Charleston, SC 29407
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

GREEN MOTION NORTH AMERICA LLC

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE OF AGREEMENT

GREEN MOTION NORTH AMERICA LLC FRANCHISE AGREEMENT

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ATTACHMENTS:

1: TRADEMARKS
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3: MINIMUM PERFORMANCE STANDARDS
4: CONDITIONAL ASSIGNMENT OF LEASE
5: STATEMENT OF OWNERSHIP INTEREST IN FRANCHISEE/FRANCHISEE ENTITY
6: SPOUSE GUARANTY
7: INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT
8: CONFIDENTIALITY AND NON-COMPETE AGREEMENT
9: PROVISIONS APPLICABLE TO SBA FINANCING

THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into on _____, (the "Effective Date") by and between Green Motion North America LLC, a Mississippi limited liability company, with its principal place of business located at Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD (herein referred to as "Franchisor") and _____ _____, a(n) _____, with its principal place of business located at_____ _____, and _____'s principals _____, an individual residing at _____ and _____ _____, an individual residing at _____("Principal(s)"). _____ _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed a vehicle rental business that serves domestic and international tourists and commercial businesses and the general public using Franchisor's trademarks, confidential operations manual ("Manual") of business practices and policies, and Franchisor's distinctive trade dress, operations methods, sales techniques, inventory, procedures for management control and training, assistance, advertising, and promotional programs, all of which may be changed, improved or further developed by Franchisor at any time (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the trademarks, as set forth in Attachment 1, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

Franchisor continues to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed under the Marks and the System and to represent the System's high standards of quality, appearance, and service.

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS.

The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE.

Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a Green Motion franchise (the "Franchise" or "Franchised Business"), using only the primary trademark(s) indicated on Attachment 1 hereof and other Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only to the site or sites within a territory that is designated in Attachment 2 attached hereto and incorporated herein (the "Territory").

3. TERRITORY.

3.1 Protected Territory. This Agreement grants Franchisee the right to operate the Franchised Business within the Territory. Franchisor agrees that Franchisor will not, and Franchisor will not permit, license or franchise to others the right to, operate an outlet using the Green Motion Mark(s) set forth on Attachment 1 hereof in the Territory so long as Franchisee (i) meets the minimum performance standards ("Minimum Performance Standards") set forth in Attachment 3 and (ii) is not in default under this Agreement or this Agreement has not been terminated, subject to Franchisor's reservation of rights set forth in Section 3.2 below. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise outlets using the Marks around, bordering, and adjacent to the Territory. Franchisee is prohibited from selling and soliciting customers through Alternate Channels of Distribution as more fully specified herein. Franchisee is further prohibited from regularly picking up customers in another franchisee's territory to render service at Franchisee's Franchised Business premises. In Franchisee's discretion, Franchisee may open and operate one or more satellite sites in the Territory to sell System products and services provided that: (i) Franchisee adheres to all guidelines therefor, set forth in the Manual or otherwise, and (ii) all of Franchisee's obligations with regard to the Franchise or Franchised Business set forth in this Agreement are applicable to Franchisee's operation of the satellite site(s).

3.2 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses or commercial transaction, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer within or outside of the Territory (i) other vehicle concepts or products under the Marks or other trademarks, and (ii) the same or similar services and products under a different trademark. Franchisor further reserves the right to make sales within the Territory under the Marks or different trademarks using other channels of distribution such as the internet, catalog sales, telemarketing or direct marketing ("Alternate Channels of Distribution"). Franchisor further specifically reserves the right to solicit, negotiate rates with, and service businesses or other organizations that have recurring multiple bookings and/or vehicle rental needs across multiple geographic areas ("Commercial Accounts"). Franchisor may offer Franchisee the right to service Commercial Accounts in the Territory, provided that Franchisee accepts negotiated terms; otherwise, Franchisor may service the Commercial Accounts either directly or permit another franchisee to provide such service. Franchisee will receive no compensation for Franchisor's sales through Alternate Channels of Distribution (unless Franchisee fulfills such bookings) or declined Commercial Accounts made within the Territory. Franchisee agrees that the implementation of Franchisor's rights pursuant to this Section 3.2 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

4. TERM.

Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. SUCCESSOR AGREEMENT OPTIONS.

Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for one (1) additional ten (10) year term. The term of such Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a successor term fee of Five Thousand Dollars ($5,000.00) (the "Successor Term Fee").

5.1 Form and Manner of Exercise. If Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within thirty (30) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Successor Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Paragraph 5 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.1.5 Franchisee acknowledges that the initial Term of this Agreement provides Franchisee more than a sufficient opportunity to recoup Franchisee's investment in the Franchise, as well as a reasonable return on such investment.

5.2 Conditions of Exercise. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon by the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, the Manual and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed three (3) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee shall have obtained the right to continue to occupy the premises of the Franchised Business following the expiration of the Term hereof for the full term of the Successor Franchise Agreement and/or have received Franchisor's approval regarding locating the Franchised Business at a new location.

5.2.5 Franchisee shall execute a general release of all claims Franchisee may have against Green Motion North America LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached to the Franchise Disclosure Document as Exhibit K. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee makes such remodeling, repairs, and replacements as Franchisor may require in order to cause the Franchised Business premises, equipment, furnishings and vehicle fleet to conform to the specifications being used for new franchised businesses at the start of the successor term.

5.2.7 Franchisee shall pay the required Successor Term Fee and sign the Successor Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then- current form of Successor Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate successor term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Successor Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state-mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein, to the contrary, Franchisor reserves the right not to enter into a Successor Franchise Agreement for this Franchise as a result of a decision to withdraw from the marketing area or the Territory in which Franchisee's Franchised Business is located.

6. FEES.

6.1 Initial Franchise and Royalty Fee. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee in the amount set forth on Attachment 2 hereto (the "Initial Fee"). **The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances.** Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement.

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, monthly throughout the Term, a royalty fee (the "Royalty Fee") equal to the greater of (i) the Minimum Monthly Royalty set forth on Attachment 3 hereof and (ii) six percent (6%) of the Gross Revenue.

The term "Gross Revenue" includes all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted hereunder, including but not limited, customer payments for rental charges, time and mileage charges, counter product purchases, and damage waiver purchases ("Customer Payments"), any and all other revenues received using Franchisor's methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenue does not include (i) any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (ii) properly documented refunds to customers, (iii) properly documented promotional discounts (i.e., coupons), or (iv) damage charges.

6.1.3 Reservation Deposits.

6.1.3.1 Initial Reservation Deposit. Franchisee shall pay to Franchisor a non-refundable fee in connection with Franchisee's participation in the System ("Initial Reservation Deposit"). The

amount of the Initial Reservation Deposit will depend on the size of the Territory purchased by Franchisee, as follows:

Territory Size	Population within 5 miles of Franchised Business	Initial Reservation Deposit
Commercial/ Residential Trade Area	≤ 80,000	$2,500
Commercial/ Residential Trade Area	≥ 80,001	$5,000
Airport Trade Area	ANY	$25,000

6.1.3.2 Continued Reservation Deposit. In addition to the Initial Reservation Deposit, Franchisee shall keep and maintain a minimum deposit amount equal to the greater of either (i) the average of two (2) months of Franchised Business operations for each Franchised Business operated by Franchisee or (ii) seventeen (17%) percent of Gross Revenue in the Franchised Business' bank account maintained by Franchisee from which ACH payments are authorized to be made to the Franchisor ("Continued Reservation Deposit"). Franchisor may increase Continued Reservation Deposit from time to time in its sole discretion. Franchisee shall replenish the Continued Reservation Deposit at the same time and in the same manner as payments are made pursuant to Section 6.1.5 below.

6.1.3.3 Franchisor's Use of the Deposit. Franchisor may, in its sole discretion, use the Initial Reservation Deposit and the Continued Reservation Deposit to reimburse Franchisor for any past-due amounts under this Agreement or any other agreements between Franchisee and Franchisor. Franchisor shall return to Franchisee any unused Initial Reservation Deposit or Continued Reservation Deposit amounts upon termination of this Agreement pursuant to the terms herein.

6.1.4 Gross Revenue Reports. At any time, upon Franchisor's request, Franchisee shall furnish Franchisor with a report showing Franchisee's Gross Revenue, plus all taxes paid, at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the time period set forth in Franchisor's request (the "Revenue Report"). The Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe.

6.1.5 Method of Payment. Franchisee acknowledges that Customer Payments shall be made through centralized payment processing systems maintained by Franchisor or Franchisor's affiliate. On or before the fifteenth (15th) day of each calendar month, Franchisor or Franchisor's affiliate shall distribute to Franchisee Customer Payments received, **less:** the Royalty Fee and Marketing Fund Contribution due, Reservation Systems Fees (as defined below), Internal Systems Fee (as defined below), Customer Dispute Resolution amounts (as described in Section 12.7), other charges paid by Franchisor or Franchisor's affiliate in relation to Customer Payments, such as credit card processing fees, and any other sum due to Franchisor (the "Distributed Balance"). In addition, Franchisee shall pay Franchisor the Royalty Fee and the Marketing Fund Contribution due with regard to all other Gross Revenue realized by Franchisee and paid by means other than the centralized payment processing systems maintained by Franchisor or Franchisor's affiliate. At Franchisor's option, Franchisor may collect these additional Royalty Fees and Marketing Fund Contributions through deduction from the Distributed Balance. At Franchisor's request, Franchisee must execute documents that allow Franchisor to automatically take any sums due Franchisor, from business bank accounts via electronic funds transfers. Franchisee's failure to allow electronic funds transfers on an ongoing basis is a material breach of this Agreement. Franchisor reserves the right to modify the method of Customer Payments and/or method

and frequency of collection of the Royalty Fee and Marketing Fund Contribution, Reservation Systems Fee, Internal Systems Fee and reimbursement of fees paid by Franchisor or Franchisor's affiliate on Franchisee's behalf upon forty-five (45) days' prior notice to Franchisee.

6.2 Reservation Systems Fees. As Franchisor requires, Franchisee, at Franchisee's sole expense, shall install, maintain, and participate in one or more centralized reservations systems ("Reservations Systems") provided by Franchisor, Franchisor's affiliate(s), and/or a third party and execute the Central Reservations Systems Agreement relating thereto. Such systems may include live call center booking services, online booking services, including those contained on Franchisor's, Franchisor affiliate(s)', or Franchisor's supply partner(s)' websites and booking platforms, and/or Global Distribution System ("GDS") services. Franchisee shall pay all fees associated with the Reservations Systems, including but not limited to, monthly access fees, call center charges, lodged customer complaint fees, GDS initial and continuing connection fees, and GDS, non-GDS and online travel agency booking fees and commissions ("Reservation Systems Fees").

6.3 Internal Systems Fee. Franchisor reserves the right to impose an internal systems fee upon Franchisee, in an amount that Franchisor reasonably determines, for the development, adoption, and/or use of new or improved internal systems, software, applications, and/or other technology for the benefit of the System and Franchised Business, including but not limited to, assigned phone numbers and email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform, or other operations or communications systems ("Internal Systems Fee"). In Franchisor's sole discretion, Franchisor may (i) increase the amount of the internal systems fee or (ii) replace internal systems and/or technology with different internal systems and/or technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement internal systems and/or technology and for continuous access thereto. Franchisee shall pay the Internal Systems Fee in the manner and frequency as reasonably determined by Franchisor.

6.4 Late Fee. For any sum payable to Franchisor pursuant to this Agreement and not otherwise collected by deduction from the Distributed Balance and which remains unpaid after the due date, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee equal to five percent (5%) of the overdue amount. This late fee is reasonably related to Franchisor's costs resulting from the delay in payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to timely pay amounts due to Franchisor.

6.5 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum or at the highest rate permitted by law, whichever is lower.

6.6 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of One Hundred Dollars ($100.00) per occurrence. This non-sufficient funds fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.7 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government or governmental agency on Franchisor for any Royalty Fee, Marketing Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

7. TRAINING.

7.1 Initial Training Program. Franchisee (specifically including all Franchisee's principals) shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial training program ("Initial Training Program") at least one (1) week (but no more than six (6) weeks), prior to the opening of the Franchised Business. The Initial Training Program consists of a course conducted at Franchisor's headquarters, a franchised outlet, and/or virtually, at Franchisor's discretion. Franchisor reserves the right to designate an alternate location for the Initial Training Program. Franchisee must at all times during the term of this Agreement have Principal(s) and approved manager who have successfully completed the Initial Training Program to Franchisor's sole and complete satisfaction. No charge shall be made for Franchisee and Franchisee's employees to take the Initial Training Program prior to opening the Franchised Business ("Initial Trainees"). Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, lodging, meals and wages.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Training Program. If the Initial Training Program is not satisfactorily completed or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Training Program cannot be satisfactorily completed by Franchisee or the Principal(s), Franchisor may terminate this Agreement.

7.3. Additional Training. Franchisor may offer mandatory and/or optional additional training programs from time to time. If required by Franchisor, Franchisee, or Franchisee's principals, shall participate in additional training programs for up to five (5) days per year, at a location designated by Franchisor, which may include a national business meeting or annual convention. Franchisor reserves the right to impose a reasonable fee for all additional training programs. Franchisee shall be responsible for any and all incidental expenses incurred by Franchisee or Franchisee's personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and lodging of Franchisee, Franchisee's principal and Franchisor's training personnel. Franchisee shall pay to Franchisor any expenses incurred by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee.

7.4. On-Site Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the Term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide on-site remedial training and assistance to Franchisee and Franchisee's personnel at the Franchised Business premises. For any additional on-site training and assistance, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.5. Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided at the Franchised Business pursuant to Section 7.4, furnish consultation and assistance to Franchisee, either in person or by telephone, electronic mail or video conferencing, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, purchasing and inventory control, bookkeeping and

System improvements.

8. FRANCHISED BUSINESS SITE REQUIREMENTS

8.1 Site Selection.

8.1.1 Franchisee assumes all cost, liability, expense and responsibility for obtaining and developing a site for the Franchised Business within the Territory and for constructing and equipping the Franchised Business at such site. Franchisee shall not make any binding commitment to a prospective vendor or lessor of real estate with respect to a site for the Franchised Business unless the site location is approved by Franchisor. While Franchisor may render assistance to Franchisee in the selection of a site, as set forth in Section 8.1.2 below, Franchisee has sole responsibility for procuring and developing a site for the Franchised Business and Franchisee may and is encouraged to consult with professionals of Franchisee's choosing in discharging such responsibility, provided that Franchisor reserves the right to approve Franchisee's real estate broker. Franchisee acknowledges that Franchisor's approval of a prospective site location is permission only, does not constitute a representation, promise, warranty or guarantee, express or implied, by Franchisor that the Franchised Business operated at that site will be profitable or otherwise successful, and cannot, and does not, create a liability for Franchisor. Franchisee releases Franchisor from any claims over the site location selection and evaluation by Franchisor, and Franchisee shall hold Franchisor harmless with respect to Franchisee's selection of the site for the Franchisee's Franchised Business.

8.1.2 Franchisee shall locate a site that satisfies the site selection guidelines provided to Franchisee by Franchisor and shall submit to Franchisor, in writing, a description of the site, together with written certification the site complies with Franchisor's site selection guidelines, and such other information and materials as Franchisor may reasonably require no later than thirty (30) days after the execution of this Agreement. Franchisor shall have fifteen (15) business days after receipt of this information and materials to consent, in its sole and absolute discretion, to the proposed site as the location for the Franchised Business. If Franchisor fails to respond to Franchisee's submission within fifteen (15) business days, such proposed site shall be deemed "disapproved". No site may be used for the location of the Franchised Business unless it is consented to in writing by Franchisor.

8.1.3 Within thirty (30) days after Franchisor has consented to the site for the Franchised Business (or such longer period as Franchisor consents to in writing), Franchisee shall execute a lease therefor and obtain physical possession of the premises. Any lease must include Franchisor's Conditional Assignment of Lease, a copy of which is attached hereto as Attachment 4. Failure by Franchisee to acquire the site for the Franchised Business within seventy-five (75) days of the execution hereof shall constitute a material event of default under this Agreement.

8.1.4 Upon consent by Franchisor to the location for the Franchised Business, Franchisor shall set forth the premises address in Attachment 2 of this Agreement and shall provide a copy thereof to Franchisee.

8.2 Construction.

8.2.1 Franchisee shall be responsible for obtaining clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to the Franchised Business premises. Prior to beginning the construction of the Franchised Business, Franchisee shall (a) obtain all permits, licenses, insurance and certifications required for the lawful construction or remodeling and operation of the Franchised Business, including permits for the installation of signage, and (b) certify in writing to Franchisor that all required approvals, clearances, permits, insurance and certifications have been obtained.

8.2.2 Franchisee must obtain all architectural, engineering, design, fabrication and installation services necessary for the construction or remodeling of the Franchised Business premises, including the installation of signage, at its own expense from vendor(s) designated or otherwise approved in writing by Franchisor. Franchisor may provide layout and design guidance to Franchisee, as Franchisor deems appropriate. Franchisee acknowledges that Franchisor's or its representative's review of construction or remodeling plans relates only to compliance with the System and that acceptance by Franchisor of such plans does not constitute a representation, warranty, or guarantee, express or implied, by Franchisor or its representative, including, but not limited to, any representation, warranty or guarantee that such plans are accurate or free of error, concerning their design or structural application.

8.2.3 During the time of construction or remodeling, Franchisee shall provide Franchisor, or its designated representative, with such periodic reports regarding the progress in obtaining all licenses and permits and of the construction or remodeling as may be reasonably requested by Franchisor or its representative. Franchisor or its representative has the right to make on-site inspections, as Franchisor deems necessary, to evaluate such progress. At least thirty (30) days prior to completion of the construction or remodeling, Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling, and Franchisor reserves the right to conduct an inspection of the completed Franchised Business premises.

8.2.4 Franchisee acknowledges and agrees that it will not open the Franchised Business for business without the written authorization of Franchisor and that authorization to open shall be conditioned upon Franchisee's strict compliance with this Agreement.

8.3 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business and commence business within ninety (90) days after Franchisee has received possession of the premises, unless Franchisee obtains a written extension of such time period from Franchisor. The date the Franchised Business opens for business to the public shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) complete all exterior and interior preparations for the Franchised Business premises, including installation of equipment, the Computer System (as defined in Section 12.3), fixtures, décor and signage, in accordance with System requirements and the plans and specifications consented to by Franchisor, (ii) satisfactorily complete Franchisor's Initial Training Program, as further set forth in Article 7, (iii) hire and train staff, (iv) obtain all required licenses to operate the Franchised Business, including but not limited to licenses to sell supplemental insurance products, (v) acquire an initial fleet of vehicles in the quantity, age and condition required by Franchisor's specifications, and (vi) obtain all required insurance and provide Franchisor with certificates therefor. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing and (ii) within one hundred eighty (180) days following the Effective Date of this Agreement, as may be extended by Franchisor in Franchisor's sole discretion, shall be deemed a material event of default under this Agreement.

8.4 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the Territory and business address set forth in Attachment 2, and no other. Franchisee shall not relocate the premises of the Franchised Business at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and, if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, (i) Franchisee shall pay Franchisor, upon Franchisee's consent a relocation fee equal to Five Thousand Dollars ($5,000.00) ("Relocation Fee"), (ii) Franchisee shall secure and outfit the replacement premises in accordance with Sections 8.1 and 8.2 within one hundred twenty (120) days of Franchisor's consent, (iii) if feasible, Franchisee shall continue to operate at the original premises during the construction or remodeling of the replacement premises, (iv) upon relocation, Franchisee shall remove any signs or other property from the original Franchised Business premises which identified the

original Franchised Business premises as part of the System, and (v) the parties shall amend Attachment 2 to reflect the address of the new Franchised Business premises. Failure to comply with the foregoing requirements shall be a default of this Agreement.

9. SYSTEM MAINTENANCE AND IMPROVEMENT

9.1 Maintenance of Franchised Business Premises. Franchisee shall equip and maintain the Franchised Business office site, equipment, appliances, and tools, and all required computer hardware, software and related accessories to the standards of quality, repair and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards and specifications. Franchisee, at Franchisee's expense, shall make such alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repairs or replacement of worn or impaired equipment and appliances, related tools and computer hardware, software and accessories, as Franchisor may direct

9.2 Inspections. Franchisee shall operate and maintain the Franchised Business and Franchised Business premises in conformance with all laws and regulations and best practices for vehicle rental services operations and in a manner that will ensure the highest rating possible for businesses of like kind from the governmental authorities that may inspect such businesses in the Territory. Franchisee shall submit to Franchisor a copy of any inspection reports. It shall be a default of this Agreement if, upon inspection, Franchisee does not obtain such rating or if Franchisee fails to operate in accordance with the general standards of quality, maintenance, and repairs required by the System, and Franchisor may, at its option, terminate this Agreement.

9.3 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, Computer System hardware and software, and any technology used in conjunctions therewith, as Franchisor requires in its sole and absolute discretion.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new exterior building designs, new interior decors, new color schemes, new or modified marks, and new furnishings (collectively, "Trade Dress Modifications").

9.4.2 At Franchisor's request, no more than once in a five (5)-year period, Franchisee shall refurbish the Franchised Business premises at Franchisee's sole expense, as required by Franchisor, to conform to Trade Dress Modifications. This includes, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements. Notwithstanding the foregoing restriction on the frequency of Trade Dress Modifications, Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damage caused thereby. Further, Franchisee expressly waives any claims, demands or

damages arising from or related to the modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and profitability.

10. FRANCHISOR'S OBLIGATIONS.

Franchisor and/or its designated representative will provide the services described below:

10.1 Site Selection Guidelines. Site selection criteria, as Franchisor may deem advisable. Franchisor shall also approve the site in accordance with Section 8.1.2.

10.2 Construction. Provide Franchisee any criteria for the Franchised Business premises, which may include criteria with respect to on-site vehicle washing and/or charging stations. Franchisee shall independently, and at Franchisee's expense, have such criteria incorporated into the construction of the Franchised Business in accordance with Article 8.

10.3 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the internet, at Franchisor's sole and absolute discretion.

10.4 Inspection. Inspection of the Franchised Business and evaluations of the products sold and services rendered therein whenever reasonably determined by Franchisor.

10.5 Pre-Opening Requirements. Provide a written list of equipment, fixtures, furnishings, signage, supplies and fleet inventory that will be required and/or recommended to open the Franchised Business for business.

10.6 Vehicle Rental Agreement. Provide Franchisee with Franchisor's standard agreement and ancillary form(s) that set forth the vehicle rental services, and terms and conditions therefor, that Franchisee shall provide for execution with customers ("Vehicle Rental Agreement"). Franchisee shall revise the Vehicle Rental Agreement as necessary to conform with state and local law applicable to the Territory. All revisions to the Vehicle Rental Agreement made by Franchisee require Franchisor's approval, such approval shall not be unreasonably withheld.

10.7 Advertising Materials. Provide samples or digital artwork of certain advertising and promotional materials that may be developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business. All marketing materials must be pre-approved by us.

10.8 List of Supplies/Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of required and/or recommended products and services for System franchisees and a list of approved and/or recommended suppliers of such items. Franchisee acknowledges that Franchisor or Franchisor's affiliate(s) may be the sole approved supplier(s) of certain products and services that Franchisee is required to purchase to operate the Franchised Business.

10.9 Training. The training programs are specified in Article 7 herein.

10.10 On-Site Assistance. On-site remedial assistance at the Franchised Business premises, in Franchisor's discretion and in accordance with the provisions of Section 7.4.

10.11 Marketing Fund. Administer a Marketing Fund in accordance with Section 13.3.

11. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS.

11.1 Best Efforts. Franchisee, including each Principal, covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.2.1 The Franchisee entity is duly organized and validly existing under the state law of its formation;

11.2.2 Attachment 5 of this Agreement accurately reflects all individuals with an ownership interest, whether direct or beneficial, in the Franchisee entity;

11.2.3 The Franchisee entity is duly qualified and is authorized to do business in the jurisdiction of the Territory;

11.2.4 The Franchisee entity's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.5 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee; and

11.2.6 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities.

11.3 Spouse Guaranty. If any Principal is a married individual and such Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 6 hereof.

11.4 Appointment of Manager.

11.4.1 Franchisee shall designate and retain at all times a general manager ("General Manager") to direct the operation and management of the Franchised Business premises. Franchisee shall designate its General Manager prior to attending the Initial Training Program. The General Manager shall be responsible for the daily operation of the Franchised Business premises. Unless otherwise permitted by Franchisor, the General Manager shall be Franchisee, if Franchisee is an individual, or a Principal.

11.4.2 The General Manager shall, during the entire period he or she serves as General Manager, meet the following qualifications:

11.4.2.1 The General Manager shall meet Franchisor's standards and criteria for such individuals, as set forth in the Manual or otherwise in writing by Franchisor and shall be an individual otherwise acceptable to Franchisor in its sole discretion.

11.4.2.2 The General Manager shall devote his or her full time and best efforts to the supervision and management of the Franchised Business and may not engage in any other business activity without the Franchisor's consent, which may be withheld in Franchisor's sole discretion.

11.4.2.3 The General Manager shall satisfy the training requirements set forth in Article 7.

11.4.3 If the General Manager is not able to continue to serve in such capacity, or no longer qualifies to act as such in accordance with this Agreement, Franchisee shall promptly notify Franchisor and designate a replacement within thirty (30) days after the General Manager ceases to serve, such replacement being subject to the same qualifications required by this Agreement (including, but not limited to, completing all training and obtaining all certifications required by Franchisor). Until such replacement is designated, Franchisee shall provide interim management of the Franchised Business, who shall act in accordance with the terms of this Agreement. Any failure to comply with the requirements of this Section shall be deemed a material event of default under this Agreement. Franchisor, in its sole discretion, may provide interim management and charge an interim management support fee equal to twenty percent (20%) of Gross Revenue realized during Franchisor's management, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, which shall be withdrawn from Franchisee's designated bank account in accordance with Section 6.1.5.

11.5 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, government agency inspections, if required, fictitious name registrations, sales and other tax permits, fire and police department clearances, Americans With Disability Act compliance, certificates of occupancy, any permits, certificates or licenses required by any environmental federal, state or local law, rule or regulation and any other requirement, rule, law or regulation of any federal, state or local jurisdiction.

11.6 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business or Franchised Business premises, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment on any broadcast medium, except as directed by Franchisor.

11.7 Assignment of Numbers and Listings. At Franchisor's request, Franchisee shall execute such forms and documents including the Internet Advertising, Social Media, Software, and Telephone Listing Agreement contained in Attachment 7 to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers and listings; and provide Franchisor with passwords and administrator rights for all email, software, social media,

or accounts used or created by or for Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all internet listings, domain names, internet advertising, websites, listings with search engines, email addresses, social media accounts, or any other similar listing or usages related to the Franchised Business.

11.8 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all tax returns and reports related to the Franchised Business filed by Franchisee with any state or federal taxing authority.

11.9 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

12. FRANCHISEE'S OPERATIONS.

12.1 Operation of Franchised Business Premises. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Use only those furnishings, fixtures, décor, equipment, vehicles, and signage that conform with Franchisor's specifications and/or which shall be purchased from only those vendors designated and approved by Franchisor. Franchisee acknowledges and agrees that: (i) Franchisor and/or Franchisor's affiliate may be a designated supplier or sole approved supplier of any product or service that Franchisee is required to lease or purchase, (ii) Franchisor and/or Franchisor's affiliate may receive payment from supplier(s) related to Franchisee's required purchases or leases, and (iii) any payments so received are for Franchisor's benefit only and may be used or applied in any manner determined by Franchisor in Franchisor's sole and absolute discretion ;

12.1.2 Maintain and operate the Franchised Business premises during the hours prescribed by Franchisor and in attractive condition and good repair, using Franchisee's best efforts to maintain a clean and inviting atmosphere therein in accordance with System standards, the Manual and all other directives and requirements of Franchisor, and do such redecoration, repairing, refurbishing and restoration as from time to time may be reasonably required to meet System standards and Franchisor's requirements as they may be modified from time to time.

12.1.3 Procure the necessary licenses or permits to allow the operation of a vehicle rental business, including but not limited to, any license to offer supplemental insurance products, in accordance with the System and to comply with all applicable governmental laws, ordinances, rules and regulations, including those related to the environment and hazardous waste.

12.1.4 Maintain a vehicle fleet in the minimum quantity set forth in Attachment 3. Franchisee shall ensure that all vehicles in Franchisee's fleet are in excellent mechanical and cosmetic

condition. Franchisee further acknowledges and agrees that Franchisee's vehicles and fleet are subject to age, class, vehicle mix, and mileage restrictions as set forth in the Manual. As required by Franchisor and further specified in the Manual, Franchisee shall also acquire and maintain one (1) or more courtesy shuttle vehicles for customer transport.

12.1.5 Conduct sales in accordance with Franchisor's standards and specifications. Franchisee acknowledges and agrees that Franchisee may only provide vehicle rental services to end-consumers. Franchisee is prohibited from renting vehicles for the purpose of carrying passengers or property for hire. Accordingly, Franchisee is prohibited from renting vehicles to limousine companies, taxi services, moving companies and others for similar purposes. Among other operating procedures as outlined in the Manual and written directives, Franchisee agrees to:

(i) promptly acknowledge all incoming bookings received through the Reservation Systems or Franchisor;
(ii) manage all stop sell functions to ensure vehicle availability for all bookings;
(iii) refrain from altering any booking received through the Reservation Systems or Franchisor so as to reduce Reservation Systems Fees payable and/or fees payable to Franchisor;
(iv) refrain from providing any customer discount for the purpose of circumventing the Reservation Systems or the Computer System;
(v) honor all rental contract terms and conditions; service level agreements; and call center, GDS, and other pricing agreements;
(vi) confirm each customer's authority and fitness to drive through verification of identity, age and driver's license and evaluation of physical appearance.

12.1.6 Employ only qualified individuals who are trained in accordance with Franchisor's standards, including but not limited to the protection of Franchisor's confidential and proprietary information, and who will at all times enhance Franchisor's brand and conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance, in accordance with the dress code outlined in the Manual and render competent and courteous service to patrons of the Franchised Business. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement.

12.1.7 Permit Franchisor or its agents, to inspect the Franchised Business premises and any services, vehicles or equipment, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any item that does not conform to the System standards and specifications.

12.1.8 Prominently display signs in and upon the Franchised Business premises using the Marks and/or other advertising and/or signs of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to not display in or upon the Franchised Business premises or elsewhere any sign or advertising media or interior décor of any kind to which Franchisor reasonably objects, including signs, advertising media or interior décor which are outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business premises or elsewhere and remove any objectionable or non-approved signs, advertising media or interior décor and keep or destroy same without paying therefore or without being deemed guilty of trespass or any other tort.

12.1.9 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks.

12.1.10 Accept and honor all loyalty cards, promotional coupons, or other System-wide offers, on a uniform basis, as accepted by other franchisees in the System.

12.2 Bookkeeping and Reports.

12.2.1 Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures and chart of accounts specified by Franchisor. Franchisee agrees to purchase the Computer System specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor. Franchisee acknowledges and agrees that the financial data of Franchisee's Franchised Business (i) is owned by Franchisor, (ii) is Franchisor's proprietary and Confidential Information, (iii) may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof, and (iv) may be shared with other franchisees in the System.

12.2.2 Within thirty (30) days after the close of each calendar quarter and within ninety (90) days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

12.2.3 The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4 Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

12.2.5 Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If Franchisor's examination finds an understatement of any Revenue Report, Franchisee shall pay Franchisor the amounts due together with interest thereon at the rate provided herein, and if understated by three percent (3%) or more, Franchisee shall reimburse Franchisor for the cost of such examination. Such understatement may be considered a material default hereunder. Two (2) such understatements during the term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.2.6. Franchisee must submit any disputes or objections relating to an invoice in writing to the Franchisor within three (3) months of the invoice date. Any dispute or objection submitted after this three (3) month period will not be addressed.

12.3 Computer Systems.

12.3.1 Franchisee, at Franchisee's sole expense, shall install and maintain the computer hardware, software and applications Franchisor requires for the operation of the Franchised Business ("Computer System") and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2 As Franchisor requires, Franchisee, at Franchisee's sole expense, shall install and use, as part of the Computer System, a customer service portal ("Customer Service Portal") provided by Franchisor, Franchisor's affiliate(s), and/or a third party. The Customer Service Portal includes a ticketing system that tracks all customer inquiries and complaints during and post-vehicle rental. Franchisee shall pay all fees associated with the Customer Service Portal and with any lodged customer complaints, as more fully described in Section 12.7 hereof.

12.3.3 Franchisee acknowledges and agrees that Franchisor may independently and electronically access and retrieve any information stored in Franchisee's Computer System, other computer systems and Reservations Systems accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored in such systems and accounts.

12.3.4 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's Computer System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.5 Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System. Franchisee shall not: (i) copy, duplicate, modify or translate, or permit anyone else to copy, duplicate, modify or translate any of software used in the Franchised Business, whether in written, digital or other form, except pursuant to reasonable backup procedures, prescribed by Franchisor; (ii) provide or make any software available to any person or entity other than Franchisee's employees who have a need to know consistent with Franchisee's use pursuant to this Agreement; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or codes or any part thereof of the software; or (iv) copy for Franchisee's own use or the use of others, software operations manuals, system reference guides, training materials or other user materials, without the prior written consent of Franchisor.

12.3.6 Franchisee shall have and maintain adequate hardware and software in order to access the internet at the speed required by Franchisor from time to time. Franchisee shall use the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the internet except as provided and specifically permitted herein.

12.3.7 Franchisor has established a website that provides information about the System and the products and services offered by Franchisor's brands (the "Website"). Franchisor has sole discretion and control over the Website. Franchisor shall include links on its Website to Franchisee's Franchised Business premises and contact information. Franchisee has no ownership or other proprietary rights to Franchisor's Website and Franchisee will lose all rights to such a listing of Franchisee's Franchised Business premises upon expiration or termination of this Agreement for any reason.

12.3.8 In addition to the requirements of Section 6.3, Franchisee shall pay all fees, whether to Franchisor or to third party vendor(s), and expenses for technology required by this Agreement for operation of the Franchised Business, including but not limited to, the costs of computer hardware and software and applications, installation costs, and regularly recurring fees for software, internet access, license fees, help desk fees, and licensing or user-based fees.

12.3.9 Franchisee is solely responsible for maintaining the security and integrity of the Computer System and other computer and payment processing systems used in the Franchised Business and the customer and other data stored therein. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software and internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing systems, and the data stored therein from viruses, malware, privacy breaches or other unauthorized access.

12.4 Safety and Security. Franchisee is solely responsible for the safety and security of the Franchised Business premises for Franchisee, Franchisee's personnel, agents, customers, and the general public. Any suggestions by Franchisor on such matters are for guidance only and not binding on Franchisee. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to utilizing such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier. Franchisor reserves the right to charge Franchisee a fee equal to the actual cost and expense for inspection and testing. Franchisor shall notify Franchisee whether Franchisor approves or disapproves of the proposed item or supplier within thirty (30) days after Franchisor receives all required information to evaluate the product, service or supplier. If Franchisor fails to respond to Franchisee's submission within said thirty (30) days, such item or supplier shall be deemed "disapproved." Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular item or supplier.

12.6 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, mystery shop programs, Customer Satisfaction Score ("CSAT") monitoring services, and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.7 Customer Dispute Resolution. Franchisee acknowledges Franchisor's philosophy that exceeding customers' expectations is essential to Franchisee's success as well as the reputation and success of the System. Accordingly, Franchisee agrees to: (i) use its best efforts to ensure the complete satisfaction of each of Franchisee's customers; (ii) apply the highest standards of customer service and use good faith in all dealings with customers, potential customers, suppliers and creditors; (iii) respond to customer complaints in a courteous, prompt, and professional manner; (iv) use best efforts to promptly and fairly resolve customer disputes; (v) within twenty-four (24) hours of receiving a request from Franchisor, provide Franchisor a

written summary of the dispute; and (vi) maintain CSAT and Quality Review Services requirements as may be changed from time to time in Franchisor's sole discretion. If Franchisee fails to resolve a dispute with a customer, for any reason whatsoever, Franchisor, in its sole discretion and for the sole purpose of protecting the goodwill and reputation of the System and the Marks, may (but shall not be obligated to) investigate the matter and take such action as Franchisor may deem necessary or appropriate to resolve the dispute fairly and promptly, including, but not limited to, the issuance of a refund on Franchisee's behalf, which shall be in the minimum amount of (i) the full amount of rental charges and (ii) One Hundred Dollars ($100.00), whichever is greater. Within ten (10) days after receiving notice thereof, Franchisee shall reimburse Franchisor for any amount refunded to a customer on Franchisee's behalf. **Franchisee hereby authorizes Franchisor to take payment of refunded amounts through deduction from Customer Payments collected by Franchisor prior to distribution in accordance with Section 6.1.5.** Nothing contained in this Section, or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

12.8 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular site or circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS AND RELATED FEES.

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all franchised businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1 In addition to the ongoing marketing contributions set forth herein, and following the expenditures set forth in Section 13.2.3 below, Franchisee shall spend, throughout the Term, not less than Five Thousand Dollars ($5,000.00) annually on advertising for the Franchised Business in the Territory ("Local Advertising"). Franchisor may require Franchisee to allocate to an advertising cooperative, as described in Section 13.4, up to one-half of Franchisee's required Local Advertising expenditures.

13.2.2 Within ten (10) business days of Franchisor's request, Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's Local Advertising expenditures for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall ***not*** be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iii) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (iv) charitable, political or other contributions or donations.

13.2.3 Franchisee shall spend at least Five Hundred Dollars ($500.00) to Five Thousand Dollars ($5,000.00) on Local Advertising and promotional activities in the Territory thirty (30) days prior to and within the first thirty (30) days after the opening of the Franchised Business to promote the opening of the Franchisee's Franchised Business.

13.3 Marketing Fund.

13.3.1 Franchisor has established a national marketing fund (the "Marketing Fund") on behalf of the System for national advertising, marketing, and business system development and enhancements. Franchisee is required to contribute to the Marketing Fund (the Marketing Fund Contribution") in an amount equal to the greater of (i) the Minimum Monthly Marketing Fund Contribution set forth on Attachment 3 hereof and (ii) two percent (2%) of the Gross Revenue.

Franchisor reserves the right, in Franchisor's sole discretion and at any time and from time to time, to increase the amount of the Marketing Fund Contribution to any amount not to exceed to the greater of two percent (2%) of the Gross Revenue and Five Hundred Dollars ($500.00). Payments will be made in the same manner and time as the Royalty Fees.

13.3.2 Franchisor shall direct the Marketing Fund and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Marketing Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all franchised businesses operating under the System.

13.3.3 Franchisor may, but has no obligation to, contribute to the Marketing Fund on the same basis as Franchisee with respect to Green Motion outlets operated by Franchisor or Franchisor's affiliates.

13.3.4 Franchisor may use the Marketing Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website, social media platforms, apps, and other technology for the benefit of the Brand image and/or Systemwide improvements; and staff salaries and other personnel and departmental costs for advertising that Franchisor internally administers or prepares). While Franchisor does not intend that any part of the Marketing Fund will be used for advertising which is principally a solicitation for franchisees, Franchisor reserves the right to use the Marketing Fund for public relations, to explain the franchise system, and/or to include a notation in any advertisement indicating "Franchises Available."

13.3.5 The Marketing Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the Marketing Fund and such costs and expenses pursuant Section 13.3.4. The Marketing Fund and its earnings shall not otherwise inure to Franchisor's benefit except that any resulting technology and intellectual property shall be deemed the property of Franchisor.

13.3.6 Franchisor will prepare an unaudited annual statement of the Marketing Fund's operations and will make it available to Franchisee upon request. In administering the Marketing Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate

to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7 Although the Marketing Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Marketing Fund, however, until all monies in the Marketing Fund have been spent on advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, Franchisee agrees to contribute amounts equal to Franchisee's share of the total cost of cooperative advertising, in addition to required Marketing Fund Contributions.

13.5 Directory Listings and Social Media Accounts. At Franchisee's sole cost and expense, Franchisee must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, and with Franchisor's prior written approval, Franchisee may do cooperative listings with other System franchisees. Notwithstanding the foregoing, Franchisee may not maintain any business profile on Facebook, Instagram, X (Twitter), Bluesky, LinkedIn, YouTube, Threads, Tik Tok, blogs, or any other social media and/or networking site without Franchisor's prior written approval, and use of any social media accounts shall be in strict accordance with Franchisor's requirements. Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards. Franchisee is specifically prohibited from using Franchisee's, Principal(s), or any other individual's or entity's personal social media accounts to promote the Franchised Business.

13.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within ten (10) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within ten (10) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the Green Motion brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY.

14.1 Ownership.

14.1.1 Franchisee expressly understands and acknowledges that Franchisor and/or Franchisor's affiliate(s) are the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands

and acknowledges that Franchisor and/or Franchisor's affiliate(s) claims copyrights and other proprietary rights on certain material used in the System, including but not limited to its website, documents, lesson plans, recipes, proprietary software, advertisements, promotional materials, photographs, social media content, and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary materials and systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2 As between Franchisor and Franchisee, Franchisor and/or Franchisor's affiliate(s) are the owner(s) of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's and/or Franchisor's affiliate(s)'s rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's and/or Franchisor's affiliate(s)'s service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business premises or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and/or Franchisor's affiliate(s), and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's and/or Franchisor's affiliate(s)'s interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's and/or Franchisor's affiliate(s)'s rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor and/or Franchisor's affiliate(s) with all assignments, affidavits, documents, information and assistance Franchisor and/or Franchisor's affiliate(s) reasonably request to fully vest in Franchisor and/or Franchisor's affiliate(s) all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor and/or Franchisor's affiliate(s) to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damage sustained by Franchisee as a result of any additions, modifications, substitutions or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Mark(s) set forth on Attachment 1 hereof. Franchisee shall not use

the Marks, or any portions, variations, or derivatives thereof, as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of Green Motion North America LLC".

14.7.2 Franchisee shall identify itself as the owner of the Franchised Business and as an independent Green Motion franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

14.7.3 Franchisee shall not use Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4 Any item used or offered by Franchisee that contains the Mark(s), must be approved by Franchisor in writing prior to being use, distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity or corporation.

15. INSURANCE AND INDEMNIFICATION.

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies, which shall be primary and non-contributory to any insurance that Franchisor may carry. Franchisee's insurance shall be provided by insurance companies with an A.M. Best rating of not less than A-VII, protecting Franchisee and

Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees, parent companies and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing and/or as required by the lease for the Franchised Business premises):

15.1.1 General Liability. Commercial general liability insurance, including public liability, personal injury, and advertising injury in the amount of at least One Million Dollars ($1,000,000) per occurrence and Two Million ($2,000,000) aggregate, and garage liability coverage in the amount of at least One Million Dollars ($1,000,000) per occurrence;

15.1.2 Vehicle Liability. Comprehensive automobile liability insurance in the amount of at least a combined single limit per occurrence for bodily injury and property damage of One Million Dollars ($1,000,000) for all owned, hired and non-owned vehicles used in the Franchised Business, and which provides additional coverage for all Commercial Accounts customers and all other vehicle rental customers.

15.1.3 Employment. Worker's compensation coverage in the limits required by state law, employer's liability insurance in the amount of Five Hundred Thousand Dollars ($500,000) per accident shall be carried on all of Franchisee's employees, and crime and employee dishonesty in the minimum amount of Twenty-Five Thousand Dollars ($25,000), as well as such other insurance as may be required by statute or rule of the State in which the Franchised Business is located and operated;

15.1.4 Property. Fire, vandalism, windstorm and hail, and extended coverage insurance for property damage with primary and excess limits of not less than the full replacement value of the leasehold improvements, equipment, vehicles, fixtures, and inventory;

15.1.5 Business. Business interruption insurance for a minimum of twelve (12) months, in an amount necessary to satisfy Franchisee's obligations under this Agreement and the lease for the Franchised Business premises.

15.1.6 Electronic Data Processing. Coverage for damage or loss of electronic and computer equipment, media and data in an amount of not less than Ten Thousand Dollars ($10,000); and

15.1.7 Identity Theft, Forgery or Alteration. Coverage for identity forgery, alteration or theft in an amount of at least Two Thousand Five Hundred Dollars ($2,500.00) per loss and Five Thousand Dollars ($5,000.00) for expenses.

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation of the required coverages. Franchisee shall deliver the initial Certificate of Insurance no later than ten (10) days before Franchisee opens the Franchised Business. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of ten percent (10%) of the cost for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum

requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor and their affiliates and their members, officers, agents and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees, and all required insurance policies shall contain a waiver of subrogation in favor of the additional insureds.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS GREEN MOTION NORTH AMERICA LLC, GREEN MOTION OF AMERICA, LLC, AND ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SHAREHOLDERS (COLLECTIVELY REFERRED TO AS THE "FRANCHISOR PARTY INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO FRANCHISEE'S FRANCHISE AND/OR THE OPERATION THEREOF, INCLUDING BUT NOT LIMITED TO, ANY CLAIM IN CONNECTION WITH FRANCHISEE'S EMPLOYEES OR AGENTS; FRANCHISEE'S VEHICLES OR COMPUTER SYSTEMS; THE FRANCHISED BUSINESS PREMISES; OR FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES. FRANCHISEE AGREES TO PAY FOR ALL THE FRANCHISOR PARTY INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE FRANCHISOR PARTY INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE FRANCHISOR PARTY INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE FRANCHISOR PARTY INDEMNITEES HARMLESS, FRANCHISEE WILL REIMBURSE THE FRANCHISOR PARTY INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE FRANCHISOR PARTY INDEMNITEES.

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Initial

16. TRANSFERS.

16.1 Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation,

including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's premises). However, Franchisor represents that it will not convert any such acquired facilities that are operating within the Territory to a franchise outlet using the Mark(s) indicated on Attachment 1 hereof during the Term of this Agreement.

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the vehicle rental business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principal(s) of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee or Principal(s). Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Neither Franchisee nor any Principal(s) shall directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law, unless Franchisee or Principal(s) first obtains the written consent of Franchisor. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee and Principal(s) have complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor and be individuals of good character and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor's Initial Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6 Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

16.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor with all proposed transfer documents for Franchisor's review at least thirty (30) days prior to closing of the proposed Transfer;

16.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor; and

16.3.9 If consent is required, the lessor of the Franchised Business's premises consents to the assignment or further sublet of the premises to the transferee.

16.4 As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee equal to seventy-five percent (75%) of the then-current initial franchise fee; provided however, (i) for transfers to an existing franchisee in good standing with Franchisor, the transfer fee is fifty percent (50%) of the then-current initial franchise fee, (ii) for transfers of ownership interest among existing principals, shareholders or members, or to add a business entity or new shareholder or member of the Franchisee entity and such transfer does not change management control of the Franchise, the transfer fee is One Thousand Five Hundred Dollars ($1,500.00), and (iii) for a transfer to a spouse, parent or child upon death or permanent disability of Franchisee or Franchise's Principal, as the case may be, the transfer fee is Three Thousand Five Hundred Dollars ($3,500.00).

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor

in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within thirty (30) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (iv) Franchisor will have at least sixty (60) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within thirty (30) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within one hundred twenty (120) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any Principal, the executor, administrator, conservator or other personal representative of Franchisee or Principal, as the case may be, shall transfer Franchisee's or Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management at Franchisor's then-current interim management support fee, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge

or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment 9 are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

17. DEFAULTS.

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.2.1 has misrepresented or omitted material facts in applying for the Franchise;

17.2.2 fails to (i) acquire a site for the Franchised Business, (ii) complete construction of the Franchised Business, (iii) obtain all licenses and permits before opening, or (iv) open the Franchised Business within the time and in the manner specified in Article 8.

17.2.3 ceases to operate the Franchised Business for a period of five (5) days or more; provided, however, that this provision shall not apply if through no fault of Franchisee, the premises are damaged or destroyed by a casualty and Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation.

17.2.4 loses for any cause whatsoever the right of possession of the real property on which the Franchised Business is located; provided, however, that this provision shall not apply if through no fault of Franchisee, Franchisee loses right of possession and Franchisee applies within thirty (30) days after such

event, for Franchisor's approval to relocate the Franchised Business (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such relocation in accordance with Section 8.4.

17.2.5 fails to restore the Franchised Business premises to full operation within a reasonable period time but not more than one hundred twenty (120) days from the date the Franchised Business premises is rendered inoperable by any casualty, as may be extended by Franchisor in Franchisor's reasonable discretion;

17.2.6 fails to comply with any federal, state or local law, rule or regulation applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.7 defaults under any lease or sublease of the real property on which the Franchised Business is located;

17.2.8 understates Gross Revenue on two (2) occasions or more, whether or not cured on any or all of those occasions;

17.2.9 fails to comply with the covenants in Article 15;

17.2.10 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.11 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 16.7.

17.2.12 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or engages in any other conduct that may harm the reputation of the System, or the goodwill associated with the Marks;

17.2.13 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.14 conceals revenues, knowingly maintains false books or records, or knowingly submits any false reports;

17.2.15 creates a threat or danger to public health or safety from the construction, maintenance or operation of the Franchised Business;

17.2.16 refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.17 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.18 fails to comply with the non-competition covenants in Section 19.5;

17.2.19 defaults in the performance of Franchisee's obligations under this Agreement three (3) or more times during the term of this Agreement or any successor term or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.20 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.21 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor, with any of Franchisor's affiliates, and/or with any supplier providing goods or services to the Franchise (including but not limited, online travel agencies and reservations platforms) and does not cure such default within the time period provided in such other agreement;

17.2.22 fails to meet Minimum Performance Standards; or

17.2.23 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within five (5) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the third such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.19 and/or 17.2.20;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement or fails to comply with Franchisor's operating and other directives set forth in the Manual or otherwise (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for five (5) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said five (5)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary, in any twelve (12) – month period shall be a non-curable default under Section 17.2.19;

17.3.3 fail to maintain minimum requirements for CSAT and Quality Review Services pursuant to Section 12.6 and 12.7 herein for two (2) or more consecutive months or three (3) or more occurrences in any six (6) month period; Franchisor may require Franchisee to participate in an improvement plan. Franchisee's failure to comply with the improvement plan in Franchisor's sole and complete satisfaction is considered a material default under this Agreement.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 enter upon the Franchised Business premises and exercise complete authority with respect to the operation thereof until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the

Franchised Business. In addition to all other fees paid under this Agreement, Franchisee shall pay Franchisor ten percent (10%) of the Gross Revenue generated by the Franchised Business during Franchisor's operation thereof as compensation therefor. Further, Franchisee shall reimburse Franchisor for the full compensation paid to such representative including the cost of all fringe benefits plus all travel expenses, lodging, meals and other expenses reasonably incurred by such representative until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with five (5) days' prior written notice to Franchisee to direct suppliers to stop furnishing any and all products and supplies until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

17.6 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorney's fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

18. POST-TERMINATION.

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal, if any, shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current Green Motion owner, franchisee or licensee;

18.1.2 immediately and permanently (i) cease to use the Marks, any imitation of any Mark, logos, copyrighted material or other intellectual property, confidential or proprietary material or indicia of a Green Motion outlet, or (ii) use any trade name, trade or service mark or other commercial symbol that suggests a current or past association with Franchisor, Franchisor's affiliates, or the System and (iii) de-identify the Franchised Business premises. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms and any other articles which display the Marks;

18.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation, which is satisfactory to Franchisor, within five (5) days after termination or expiration of this Agreement;

18.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory owned by Franchisee and located at the Franchised Business premises at the time of default;

18.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to customer lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law;

18.1.7 comply with the non-disclosure and non-competition covenants contained in Article 19; and

18.1.8 in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to (A) (a) the average monthly Royalty Fee and Marketing Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of default (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) twenty-four (24) or (ii) the number of months then remaining in the then-current term of this Agreement OR (B) Fifty Thousand Dollars ($50,000), whichever is greater. Franchisee acknowledges that a precise calculation of the full extent of the lost Royalties and Brand Fund Contributions Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 18.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement

18.2 Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within thirty (30) days after Franchisee has provided an itemization and valuation of assets, to purchase from Franchisee any or all of the furnishings, equipment (including all components of the Computer System and any other technology), signs, fixtures, advertising materials, supplies, and vehicle fleet of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within thirty (30) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after Franchisor notifies Franchisee that Franchisor exercises its option to purchase the assets.

18.2.2 With respect to the options described in Sections 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Communications. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media accounts and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.7, Franchisee shall provide Franchisor with all passwords and administrative rights and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, social media accounts, electronic mail addresses or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS.

19.1 Operations Manual.

19.1.1 Franchisor has provided Franchisee, on loan, with a copy of the current Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and Principal(s) shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Principal(s) shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees' compliance with such restrictions, terms and conditions. Franchisee, Principal(s), and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor.

Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.5 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee.

19.2 Confidential Information. Franchisee and Principal(s) acknowledge and accept that during the term of this Agreement Franchisee and Principal(s) will have access to Franchisor's trade secrets, including, but not limited to, formulas, recipes, designs, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, financial information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or any Principal or of which Franchisee or any Principal may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and any Principal shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained in this Agreement, in accordance with Section 19.10 hereof. Franchisee and any Principal shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or Principal(s) develops any new concept, process, product, formula, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products, formulae or other improvements, and sign any and all forms, documents and/or papers

necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and any Principal acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate Franchisee acknowledges and agrees that nothing in this Section 19.4 permits Franchisee to test, introduce, provide, or otherwise offer any Improvements to customers, or use any Improvement in the operation of the Franchised Business, unless and until Franchisor consents to the use of the Improvement for such purpose.

19.5 Noncompetition Covenants. Franchisee and Principal(s) specifically acknowledge that, pursuant to this Agreement, Franchisee and Principal(s) will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, Principal(s) and Franchisee's managers and employees. Franchisee and Principal(s) acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and Principal(s) are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and Principal(s) covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any vehicle rental business; (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Green Motion franchisees or Franchisor-affiliated outlets.

19.5.1.1 During the term of this Agreement, Franchisee and Principal(s) shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity make any attempt to deal directly with any supply partner with particular reference to (but not limited to): travel brokers/wholesalers, insurance companies, fleet suppliers, funding suppliers, OTA's, GDS channels, price comparison platforms, affiliate programmes, online aggregators along with domestic and international corporate clients. In particular it is agreed between parties that all broker relationships will be exclusively handled centrally by Franchisor and bookings generated for the Franchisee via the Green Motion platform.

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principal(s), if any, shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business or customer of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any vehicle rental business within ten (10) miles of the Territory or any Green Motion outlet location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any Green Motion franchisees.

19.6 Reasonableness of Restrictions. Franchisee and Principal(s) acknowledge and agree that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue

hardship on Franchisee or Principal(s) since Franchisee or Principal(s), as the case may be, have other considerable skills, experience and education which afford Franchisee or Principal(s) the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunctive Relief. Franchisee and Principal(s) acknowledge that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and Principal(s) hereby consent to the entry of an injunction prohibiting any conduct by Franchisee or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee and Principal(s) expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents, and Third Persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Article 19 (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's Confidential Information, and Franchisee shall provide Franchisor with executed versions thereof. Such covenants shall be substantially in the forms set forth in Attachment 8 as revised and updated from time to time and contained in the Manual. Franchisee shall indemnify and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of Franchisee's failure to obtain executed restricted covenants by employees, agents and third persons as required by this Section.

20. DISPUTE RESOLUTION.

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution by providing notice as set forth in Section 21.7 below. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred

by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Arbitration.

20.3.1 Except disputes not subject to alternative dispute resolution as set forth in Section 20.4, any dispute between Franchisor and Franchisee and/or any Principal arising out of or relating to this Agreement, the Attachments hereto or any breach thereof, including any claim that this Agreement or any of its parts, is invalid, illegal or otherwise voidable or void, which has not been resolved in accordance with Sections 20.1 or 20.2, will be resolved by submission to the American Arbitration Association or its successor organization to be settled by a single arbitrator in accordance with the Commercial Arbitration Rules then in effect for such Association or successor organization.

20.3.2 All issues relating to arbitrability or the enforcement of the agreement to arbitrate contained in this Article 20 will be governed by the Federal Arbitration Act (9 U.S.C. §1 *et seq*.) and the federal common law of arbitration. All hearings and other proceedings will take place in Madison County, Mississippi, or the nearest offices of the American Arbitration Association thereto, or, if Franchisor so elects, in the county where the principal place of business of Franchisee is then located.

20.3.3 This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Agreement. Any arbitration will be conducted on an individual, and not a class-wide or multiple plaintiffs, basis. If either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against the party by default or otherwise, notwithstanding the failure to appear. Judgment upon an arbitration award may be entered in any court having jurisdiction and will be binding, final and not subject to appeal. No punitive or exemplary damages will be awarded against Franchisor, Franchisee, or entities related to either of them, in an arbitration proceeding or otherwise, and are hereby waived.

20.3.4 The provisions of this Section 20.3 are independent of any other covenant or provision of this Agreement; provided, however, that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law.

20.3.5 In proceeding with arbitration and in making determinations hereunder, no arbitrator shall extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Franchisor in good faith. No notice, request or demand for arbitration shall stay, postpone or rescind the effectiveness of any termination of this Agreement.

20.3.6 Except as expressly required by law, Franchisor, Franchisee and any Principal shall keep all aspects of any mediation and/or arbitration proceeding in confidence and shall not disclose any information about the proceeding to any third party other than legal counsel who shall be required to maintain the confidentiality of such information.

20.4 Exceptions. Notwithstanding the requirements of Sections 20.2 or 20.3, the following claims shall not be subject to mediation or arbitration:

20.4.1 Franchisor's claims for injunctive or other extraordinary relief;

20.4.2 disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law;

20.4.3 disputes and controversies based upon or arising under the Lanham Act, as now or hereafter amended, relating to the ownership or validity of the Marks;

20.4.4 disputes and controversies relating to actions to obtain possession of the premises of the Franchised Business; and

20.4.5 enforcement of Franchisee's post-termination obligations, including but not limited to, Franchisee's non-competition covenants.

20.5 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in, the State of Mississippi. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the State of Mississippi. Franchisee and Principal(s), except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Mississippi. Franchisee and its Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.6 Mutual Benefit. Franchisee, Principal(s) and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.5 provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising hereunder. Franchisee, Principal(s) and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.6 Waiver of Certain Damages. Franchisee and Principal(s) hereby waive, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and Principal(s) shall be limited to the recovery of any actual direct compensatory damages sustained.

20.7 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 20.1 through 20.3 above) shall bar Franchisor from the right to obtain immediate injunctive relief from any court of competent jurisdiction against threatened conduct by Franchisee that may cause Franchisor loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

20.8 Limitations of Claims. Any and all claims asserted by Franchisee and/or Principal(s) arising out of or relating to this Agreement or the relationship with Franchisor will be barred unless a proceeding for relief commences within one (1) year from the date on which Franchisee and/or Principal(s) knew or should have known of the facts giving rise to such claims.

20.9 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Franchisee concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

21. GENERAL.

21.1 Relationship of the Parties.

21.1.1 Independent Licensee. Franchisee is and shall be an independent licensee under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee's operation of the Franchised Business. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner, or employment relationship.

21.1.2 No Relationship. Franchisee acknowledges and agrees that Franchisee alone exercises day-to-day control over all operations, activities, and elements of the Franchised Business, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never claim otherwise, that the various restrictions, prohibitions, specifications, and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards to which Franchisee must adhere when exercising control of the day-to-day operations of the Franchised Business..

21.1.3 Franchisee's Employees. Franchisor has no authority to control, either directly or indirectly, the essential terms and conditions of employment of Franchisee's employees. Franchisee acknowledges and agrees that Franchisee, in Franchisee's sole and absolute discretion, shall determine all such essential terms and conditions of employment, which are defined in the Manual. Franchisee specifically agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a Green Motion outlet and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agrees to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf, participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed to allow a transfer of any interest of Franchisee or Principal(s) in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and Principal(s) shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.5 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.6 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.7 Effect of Waivers. No waiver, delay, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than at the Franchised Business premises approved by Franchisor shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the approved Franchised Business outlet.

21.8 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Article 17 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

21.9 Consent to Do Business Electronically. This Agreement is made in the State of Mississippi. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the State of Mississippi, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement and its Attachments, and by attaching their signature electronically to the Franchise Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on an electronic signature as the respective party's signature.

21.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.11 Survival. Any obligation of Franchisee or any Principal that contemplates the performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or any Principal therein shall be deemed to survive such termination, expiration or transfer.

21.12 Entire Agreement. THIS AGREEMENT, INCLUDING ANY EXHIBITS AND ADDENDA, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT AND SUPERSEDES ALL PRIOR UNDERSTANDINGS OR AGREEMENTS, WHETHER ORAL, OR WRITTEN, PERTAINING TO ANY RIGHTS OR OBLIGATIONS IN THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. HOWEVER, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR MAY MODIFY ITS STANDARDS, SPECIFICATIONS AND CONFIDENTIAL OPERATIONS MANUAL AS FRANCHISOR, IN ITS SOLE DISCRETION, DEEMS NECESSARY. NOTHING IN THIS AGREEMENT IS INTENDED TO DISCLAIM ANY REPRESENTATIONS CONTAINED IN THE FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT.

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 1

TRADEMARKS

Franchisee shall operate the Franchised Business using the following primary trademarks:

GREEN MOTION



ATTACHMENT 2

TERRITORY DESCRIPTION, FRANCHISED BUSINESS ADDRESS, AND INITIAL FEE

Territory (insert map and/or define by zip codes or other detailed description):

_____

_____

_____

_____

Franchised Business Address:

_____

_____

Initial Fee:

The Initial Franchise Fee payable pursuant to Section 6.1.1 of the Franchise Agreement is:

_____ ($_____)

ATTACHMENT 3

MINIMUM PERFORMANCE STANDARDS

Minimum Royalty:

Year 1	$500/month
Year 2	$1,000/month
Year 3+	$1,500/month

Minimum Marketing Fund Contribution (throughout Term): $500/month

Minimum Vehicle Fleet Size:

Opening Date	20
By Month 6	50
Commencement of Year 3	As Negotiated
Commencement of Year 4	As Negotiated
Commencement of Year 5+	As Negotiated

ATTACHMENT 4

CONDITIONAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned _____ ("Assignor") hereby assigns and transfers to Green Motion North America LLC, a Mississippi limited liability company with principal address of Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which shall be attached hereto (the "Lease") respecting premises commonly known as _____. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that Assignor has full power and authority to so assign the Lease and Assignor's interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of Assignor's interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under the franchise agreement for a Green Motion outlet between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises demised by the Lease, expel Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any successor terms, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing. If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

DATED: _____ By:_____

_____,_____
(Print Name, Title)

DATED: _____ _____

DATED: _____ _____

CONSENT AND AGREEMENT OF LANDLORD

to that Conditional Assignment of Lease from _____ (Assignor) to Green Motion North America LLC (Assignee) dated _____ for the property known as _____ _____.

The undersigned Landlord under the aforedescribed Lease further hereby:

(a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

(b) Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Landlord of notice thereof in accordance with paragraph (a) above;

(c) Consents to the foregoing Conditional Assignment and agrees that if Assignee takes possession of the Premises demised by the Lease and confirms to Landlord the assumption of the Lease by Assignee as tenant thereunder, Landlord shall recognize Assignee as tenant under the Lease, provided that Assignee cures within the 30-day period the non-monetary defaults, if any, of Assignor under the Lease;

(d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Landlord and upon such assignment Assignee shall have no further liability or obligation under the Lease as assignee, tenant or otherwise.

(e) Permits Assignee to enter upon the Premises without being guilty of trespass or any other crime or tort to de-identify the Premises as a Green Motion outlet if Tenant fails to do so following termination of the Franchise Agreement or Lease, provided that Assignee shall repair any damage caused thereby.

DATED: _____ LANDLORD:

_____

_____

ATTACHMENT 5

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE ENITY

Name	Percentage of Ownership

ATTACHMENT 6

SPOUSE GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on _____ _____, (the "Effective Date") to Green Motion North America LLC, a Mississippi limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with _____ _____, a(n) _____ _____, _____ and _____ (collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____
Signature
Name:_____
Address:_____
_____
_____

ATTACHMENT 7

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE LISTING AGREEMENT (the "Agreement") is made and entered into this day of _____ _____ (the "Effective Date"), by and between Green Motion North America LLC, a Mississippi limited liability company, with its principal place of business at Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD (the "Franchisor"), and _____, a(n) _____ _____, with its principal place of business located at _____ _____, and _____'s principal(s), _____, an individual, residing at _____, and _____, an individual, residing at _____ ("Principal(s)"). _____ and Principal(s) shall be individually and collectively referred to, and each is, the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a Green Motion Car and Van Rental franchise ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, use software, and use telephone listings linked to the Green Motion Car and Van Rental brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Listings**

2.1 Interest in Websites, Social Media, and Software Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, software accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, other listing agencies and software companies (collectively, the "Internet and Software Companies") with which Franchisee has Electronic Advertising and Software: (i) to transfer all of Franchisee's interest in such Electronic Advertising and Software to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Software, Franchisee will immediately direct the Internet and Software Companies to terminate such Electronic Advertising and Software or will take such other actions with respect to the Electronic Advertising and Software as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Listings: (i) to transfer all Franchisee's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's interest in and to the Electronic Advertising and Telephone Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising and Telephone Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet and Software Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will

remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet and Software Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them, for any and all loss, losses, damage, damages, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Mississippi, without regard to the application of Mississippi conflict of law rules.

-Remainder of page intentionally left blank-

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 8

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this day of _____, by _____, a(n) _____ ("Franchisee"), a franchisee of Green Motion North America LLC, a Mississippi limited liability company ("Franchisor"), and _____, an individual ("Covenantor"), in connection with a Franchise Agreement.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain of Franchisor's trademarks and copyrights, including but not limited to, the Green Motion trademarks and logo, website, documents, advertisements, photographs, social media content, promotional materials and operations manual (collectively referred to as the "Intellectual Property") for the establishment and operation of a Green Motion franchised business;

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the Intellectual Property and other confidential information, knowledge, know-how, techniques, training, and other materials used in or related to the Green Motion brand and/or concerning the methods of operation of a Green Motion franchised business (collectively referred to as "Confidential Information");

WHEREAS, the Intellectual Property and Confidential Information provide economic advantages to Franchisor and licensed users of Franchisor, including Franchisee;

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Intellectual Property and Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Intellectual Property and Confidential Information and further protecting the Green Motion brand against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Intellectual Property and Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, at all times, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. In order to protect the goodwill and unique qualities of the Green Motion brand, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of Franchisee's Green Motion franchised business or of other franchisees in the Green Motion system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any vehicle rental business substantially similar to the Franchisee's Green Motion franchised business ("Competitive Business").

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the Green Motion system, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business or customer of Franchisee's Green Motion franchised business or of other franchisees in the Green Motion system to any competitor, by direct or indirect inducement or otherwise, or

(ii) participate as an owner, partner, director, officer, employee, or consultant or serve in any other managerial, operational, or supervisory capacity in any Competitive Business within ten-miles (10) miles of Franchisee's Territory or the territory of any other Green Motion affiliate-owned or franchised business.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure by Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REFERENCE TO MISSISSIPPI CHOICE OF LAW PRINCIPLES. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF MISSISSIPPI. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY MISSISSIPPI OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN MISSISSIPPI; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills, experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing, and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

_____

If directed to Covenantor:

_____

_____

_____

Any change in the foregoing addresses shall be effected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

The undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

COVENANTOR:

_____

Name: _____

ATTACHMENT 9

PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

EXHIBIT C

CENTRAL RESERVATIONS SYSTEMS AGREEMENT

CENTRAL RESERVATIONS SYSTEMS AGREEMENT

THIS CENTRAL RESERVATION SYSTEMS AGREEMENT (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between Green Motion North America LLC, a Mississippi limited liability company, with its principal address at Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD (herein referred to as "Franchisor"), and _____, a(n) _____ _____, with its principal place of business located at _____ _____, and _____'s principals, _____ _____, an individual, residing at _____ _____, and _____, an individual, residing at _____ _____ ("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as "Franchisee".

RECITALS

FRANCHISEE RESPONSIBILITIES.

A. **Reservation Fees**. Franchisee agrees to pay Green Motion, upon receipt of an invoice (the "**Reservation Invoice**"), monthly fees as listed below ("**Reservation Fees**") for all reservations which are made for Franchisee by customers, airlines, travel agents, tour agencies, Internet, E-commerce or otherwise through the Reservation System during the preceding month. If payment is not received within 15 days, service will be discontinued immediately. We have the right to require that you make all payments to us automatically and electronically via a pre-authorized automated bank payment system. You agree to sign our current and subsequent forms to facilitate such payments and to instruct your bank to honor such arrangements.

Such Reservation Fees, unless otherwise specified below, shall be in accordance with **Schedule A**, as amended from time to time pursuant to the terms and conditions contained herein, which schedule is attached hereto and incorporated herein by reference. The Reservation Fees shall be due for all such reservations including, without limitation, reservations which Green Motion attempts to transmit to Franchisee but which Franchisee or its employee fails to accept for any reason whatsoever and shall be paid without any setoff or deduction of any kind. The Reservation Fees Franchisee agrees to pay Green Motion consist of the following:

1. **Reservation System Operating Fee**. This fee varies based upon the source of the reservation, i.e., GDS, website, Call Center or tour. Specific rates, at the time this document was prepared, are set forth on Schedule A. These fees are subject to modification by the underlying supplier.

2. **Travel Agent and Travel Site Commissions**. All locations must utilize the TACS Program for payment of Travel Agent commissions. Said commissions will be paid at the applicable percentages accepted in the industry. For any commission due to bookings NOT made through the GDS, or any contracted source, Green Motion will bill the franchisee directly for those commissions. Payment will be due within fifteen (15) days of receipt of invoice. In regard to GDS bookings, the standard rate will be

10% for TACS. Please see attached **Schedule A** for non-standard commission rates. Franchisee must participate in the TACS system for electronic payment of travel agent commissions for all GDS generated reservations.

3. **Customer Complaint Fee**. This fee, as amended from time to time, covers Green Motion's administrative expenses in processing customer complaints. The current Customer Complaint Fee is listed on **Schedule A**. This fee is in addition to the amounts that Franchisee must pay Green Motion for resolving customer complaints under **Subsection B** below.

4. **Tour/Corporate Voucher Fee**. This fee, as amended from time to time, covers reservations made by tour operators or corporate customers who utilize a voucher system. The current Corporate Voucher Fee is listed on **Schedule A**.

5. **GDS Support Fee**. This fee, as amended from time to time, covers the support provided by Green Motion on an as needed basis. The current GDS Support Fee is listed on **Schedule A.**

6. **No-Show Fee for GDS Reservations.** This fee, as amended from time to time, covers no-shows for GDS reservations. If a GDS reservation is cancelled through the booking channel at least twenty-four (24) hours in advance of the scheduled pickup date, then there is no fee. For all other cancellations, there is a GDS no-show fee. The no-show fee is billed instead of the Reservation Operating Fee. The current GDS No-Show Fee is listed on **Schedule A.**

7. **Initial (One Time) Setup Fee.** This fee, as amended from time to time, covers expenses incurred in the initial setup of a franchise account on the Reservation System and all GDS connectivity, and GDS minimums. The current Initial Setup Fee is listed on **Schedule A.**

8. **Monthly Support Fee.** This fee, as amended from time to time, covers support provided by Green Motion on a monthly basis. The current monthly Support Fee is listed on **Schedule A.**

9. **Monthly Hosting Fee.** This fee, as amended from time to time, covers Internet web hosting provided by Green Motion on a monthly basis. The current Monthly Hosting Fee is listed on **Schedule A.**

10. **Initial Deposit.** This deposit, as amended from time to time, is held by Green Motion as security for fees incurred under this Agreement. Upon termination of this agreement, any outstanding fees will be deducted from the Initial Deposit and the balance, if any, will be returned to the Franchisee if requested within 90 days. The Initial Deposit for each reservation channel is listed on Schedule A and is subject to increase based on volume.

11. **Call Center Reservation Fee.** This fee, as amended from time to time, covers the cost of a reservation being taken by a live reservation staff in our Call Center. The current Call Center Fee is listed on **Schedule A.**

B. **Customer Satisfaction Program**.

1. Franchisee authorizes Green Motion to act on its behalf to resolve customer complaints by payment, on Franchisee's behalf, of up to the amount periodically designated by Green Motion (the "**Minimum Complaint Satisfaction Amount**"). "Minimum Complaint Satisfaction Amount" is defined as "The greater of the full amount of rental charges or $100.00." If Green Motion receives a customer complaint

relating to Franchisee's Green Motion Car & Truck Rental® business that Green Motion reasonably believes cannot be satisfied by Green Motion's payment to the customer (on Franchisee's behalf) of the Minimum Complaint Satisfaction Amount (or a lesser amount), Green Motion will refer the complaint to Franchisee for resolution.

Franchisee shall respond to the customer, (in the case of a tour reservation, the Franchisee will respond to Green Motion within these three (3) daytimes period) and use its best efforts to resolve the complaint, within three (3) days after receiving notice of the complaint from Green Motion. If Green Motion does not receive written evidence of the complaint's resolution within such a three (3) day period, then Franchisee authorizes Green Motion to act on its behalf and resolve the complaint by payment, on Franchisee's behalf, of any amount Green Motion reasonably deems appropriate (including amounts in excess of the Minimum Complaint Satisfaction Amount).

2. At the Franchisee's request, Green Motion will provide Franchisee with a monthly report reasonably documenting payments made by Green Motion on Franchisee's behalf under this program.

3. Franchisee will be invoiced by Green Motion, as part of Franchisee's monthly reservation system invoice, for amounts paid by Green Motion during the prior month to customers in accordance with the Customer Satisfaction Program. Franchisee shall pay this amount upon receipt of the reservation invoice with payment of the other Reservation Fees identified above.

C. **Access to Information**. Franchisee agrees to designate in writing to Green Motion an individual(s) who will provide, and Franchisee shall ensure that said individual provides, the Reservation System, either orally or in writing, with the most accurate and current information regarding Franchisee's program participation, vehicle availability, rates, locations, days and hours of operation, as well as all other information applicable to Franchisee and its various Green Motion rental locations which information Green Motion may reasonably deem, from time to time, to be necessary for the efficient operation of the Reservation System. Franchisee agrees that Green Motion has the right to rely and act upon the information provided by said individual(s) until receipt of written notification to the contrary by Franchisee and designation of a new individual(s).

D. **Use of Symbols**. Franchisee agrees to use letter and number symbols for communicating rental rates, vehicle types, credit cards and other similar information related to the rental transaction which are compatible with and conform to all of the requirements, standards and specifications established from time to time by Green Motion and/or the Air Traffic Conference, or other outside standard setting agency, as soon as practical but in no event later than six (6) months after notice from Green Motion of said requirements, standards and specifications. The current symbol requirements are specified on **Schedule B,** which is attached hereto and incorporated herein by reference.

E. **Compliance with Law**. Franchisee agrees to fully comply with all applicable local, state and federal laws and regulations, including, for example, consumer protection laws and regulations relating to the advertising, marketing and providing of services offered and/or processed through a computer reservation system. Green Motion reserves the right to refuse to communicate or otherwise transmit any information provided to it by Franchisee through its designated individual(s), or otherwise, which would be in violation of any local, state or federal law or regulation and reserves the right to communicate to the public such additional information as Green Motion, in its sole discretion, determines is necessary to comply with such laws and regulations.

F. **Prerequisites for Reservations Services**. Franchisee agrees that, as a prerequisite to receiving reservation services through the Reservation System, including, for example, the delivery of reservations to Franchisee, Franchisee will conduct all rental transactions resulting from reservations generated through the Reservation System in accordance with:

1. The terms and conditions of this Agreement;

2. Green Motion's then current national account, corporate rate account and marketing programs in which Franchisee has agreed to participate by separate agreement; and

3. The terms and conditions of Franchisee's reservations, including, without limitation, the class of vehicle and the rate; provided, however, that if there are no vehicles available within the reserved vehicle class: i) Franchisee must provide renter with a vehicle in a higher class at the reserved rental rate; or ii) if there are no vehicles available within a higher class, Franchisee must provide renter with a vehicle in the next lowest class as long as it also provides the renter with the best rate for a vehicle in that class, or with the reserved rate, whichever is lower.

G. **GDS Requirements.** Certain components of the Green Motion Reservation System are provided through the Global Distribution Systems (GDS). Franchisee agrees to comply with any requirements imposed by GDS, including, but not limited to the following:

1. Franchisee, at the point in time Green Motion is ready to open the Franchise location on the System, shall be provided with a copy of the Car Rental Policy Green Motion is prepared to display in the System. Franchisee shall have three (3) days to send written requests to Green Motion for modifications to the information contained in the Car Rental Policy. If after three (3) days no modifications are requested by the Franchisee, Green Motion will have the right to load and activate the Franchise location in the System with the information contained in the Car Rental Policy at that time.

2. When a customer produces a confirmation number for a reservation not found in the System, Franchisee will immediately contact Green Motion's Toll-Free Help Line at 1-800-272-8728 to gather reservation information and provide a satisfactory solution to the customer.

3. Franchisee will hold all reserved vehicles for a minimum three (3) hour period beyond the scheduled customer arrival time.

H. **Customer Complaints.** Franchisee shall deliver consistent satisfactory performance to its customers and shall maintain a complaint ratio of no more than 1% of complaints of any nature for each revenue channel or source of reservations.

I. **Operating Hours for Airport Locations.** Franchisees servicing airport locations must be open until one hour after the last flight of the day.

J. Customer No-Show Fee. At your option, you may choose to charge your customer a no-show fee. You are not required by us to charge such a fee, and many of the national rental car companies do not charge such a fee. If, however, you choose to charge a fee, you may only charge a one-day base rental fee (i.e., you may not include taxes or surcharges) for a no-show or cancellation made less than 24 hours prior to the reserved pick-up time.

II. GREEN MOTION RESPONSIBILITIES.

A. **Solicitation and Transmission of Reservations**. Green Motion agrees to provide a Reservation System which may be utilized for the solicitation, reception and transmission of national and international reservations for and on behalf of Franchisee.

B. **Research and Development**. Green Motion agrees to use the facilities, equipment and personnel, in part, to conduct research and development to enhance the Reservation System.

III. FEE INCREASE. On January 1 of each year of this Agreement, Green Motion has the right to increase the then current fee schedule. Such increase is in Green Motion's sole discretion and generally will reflect cost increases born by Green Motion in providing the services under the Agreement.

IV. TERM OF AGREEMENT. The term of this Agreement shall commence on the date set forth above and shall continue until terminated as provided in Section XI hereof.

V. AMENDMENT OF AGREEMENT. Except as otherwise provided herein, Green Motion reserves the right, upon ten (10) days' prior written notice to Franchisee, to require Franchisee to execute a modified or substitute agreement containing such revised terms and conditions governing this or similar programs as Green Motion deems appropriate within its sole discretion; provided, however, that Green Motion may not make any changes which would modify Franchisee's rights under its Franchise Agreement without Franchisee's prior written consent**; provided further, however, that all rate changes imposed on Green Motion by vendors will be passed on immediately as they are passed on to Green Motion, and in some cases those changes are imposed with little or no notice.**

VI. FRANCHISEE DEFAULT. If Franchisee defaults on any term or provision of this Agreement and fails to cure said default within three (3) days of Franchisee's receipt of a written notice of default from Green Motion, Green Motion shall have the unqualified right, without liability of any kind, to terminate services provided hereunder and/or to terminate this Agreement, effective immediately upon expiration of the three (3) day cure period, without any obligation to deliver a written notice of termination to Franchisee. If, in Green Motion's sole discretion, Franchisee's default cannot be cured or is so significant as to endanger Green Motion's relationship with any of its sources of reservations, then Green Motion shall have the unqualified right, without liability of any kind, to terminate services provided hereunder and/or to terminate this Agreement, effective immediately, without any obligation to deliver a written notice of termination to Franchisee. Upon termination, Green Motion may discontinue all services offered under this Agreement, including all such services directly or indirectly relating to reservations and to the Reservation System which are provided on behalf of Franchisee, including, without limitation, the solicitation, reception and transmission of reservations for and on behalf of Franchisee.

VII. OUTSTANDING INDEBTEDNESS. In the event that this Agreement is terminated, Franchisee agrees to pay all outstanding fees due Green Motion arising from this Agreement within fifteen (15) days after receipt of a final invoice therefore from Green Motion.

VIII. PROCESSING AND DELIVERY. Green Motion shall not be liable for any damages, including, for example, consequential damages, for delays in the performance of, or inability to perform, the services contemplated hereunder, or for any errors or omissions with respect to information or data processed or delivered, or to be processed or delivered through the Reservation System and Franchisee hereby waives and releases Green Motion from any such liability.

IX. FRANCHISE AGREEMENT OBLIGATIONS. Franchisee acknowledges and agrees that as long as Green Motion maintains the Reservation System and makes it available to Franchisee

in accordance with the terms of this Agreement or any substitute agreement (as amended from time to time), Green Motion shall have fulfilled its obligations to Franchisee regarding reservations, if and to the extent such obligations arise from the Franchise Agreement.

> **X. INDEMNIFICATION**. Except as otherwise provided herein, each party (the "Indemnifying Party") agrees to protect, indemnify, defend and hold the other party, its parent, subsidiaries and affiliates and their respective officers, directors, agents, successors and assigns, harmless from and against any and all claims, suits, demands, liabilities, expenses (including reasonable attorney's fees and court costs) and causes of action directly or indirectly arising out of or relating to any conduct by the Indemnifying Party or its officers, directors, agents, employees or legal representatives or arising out of or relating to the Indemnifying Party's failure to comply with

the terms and conditions of this Agreement. The indemnification obligations contained herein shall survive the termination of this Agreement.

XI. TERMINATION OR TRANSFER. Green Motion reserves the right, upon thirty (30) days' prior written notice to Franchisee, to cancel or terminate this Agreement. In the event Franchisee's Franchise Agreement expires or terminates or is transferred pursuant to the terms of the Franchise Agreement, then this Agreement shall simultaneously terminate or transfer, as appropriate. Franchisee shall, however, continue to be responsible for all of its obligations hereunder that arose prior to expiration, termination or transfer.

XII. WAIVER. Failure by either party to exercise any of its rights, powers or options with respect to any breach or default, or to insist upon strict compliance with the terms and conditions contained in this Agreement, shall not in any event constitute a waiver of the terms and conditions of this Agreement or the right at any time thereafter to require exact and strict compliance with such terms and conditions.

XIII. REMEDIES CUMULATIVE. The rights, powers, and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers, or remedies provided by law or provided by any other agreement between Franchisee and Green Motion or its affiliates or subsidiaries, including, without limitation, the Franchise Agreement.

XIV. SEVERABILITY. All provisions of this Agreement are severable. Any provision of this Agreement, which is invalid, unenforceable or illegal shall not affect the validity, enforceability or legality of any other provision, unless and to the limited extent that such invalidity, unenforceability or illegality alters the meaning of such other provision.

XV. NOTICE. All notices to be given hereunder shall be in writing and shall be sent by facsimile, hand delivery, first class mail, overnight mail or certified mail, return receipt requested, postage prepaid:

If to Green Motion to:

Green Motion North America LLC
Attention: Operations Manager
Unit 1, Aspen Farm, Sheep Lane
Woburn, United Kingdom MK17 9HD

and

If to Franchisee, to the address
and person designated by Franchisee
at the end of this Agreement or such other
address as either party may designate to the
other party upon thirty (30) days prior written notice.

XVI. **REFERENCES**. The headings contained herein are used for convenience of reference only, are not intended to be a part of the text hereof and shall not be used to construe the provisions contained herein. All references to the "Agreement" in this document include all of the schedules attached hereto.

XVII. **ASSIGNMENT**. Green Motion may, in its sole discretion, assign its rights and obligations. Franchisee, if applicable, may assign its rights and obligations hereunder only pursuant to a simultaneous assignment of its Franchise Agreement which assignment is in accordance with the terms and conditions of the Franchise Agreement.

XVIII. **APPLICABLE LAW**. This Agreement shall be governed by and construed under and in accordance with the laws of the State of Mississippi without giving effect to its conflict's rules.

XIX. **JURISDICTION AND VENUE.** If Franchisee institutes any legal or equitable action against Green Motion, Franchisee must proceed in any state or federal court of general jurisdiction located in the state of Mississippi. Franchisee irrevocably submits to the jurisdiction of Mississippi courts and waives any objection it may have to either the jurisdiction or venue of Mississippi courts.

XX. **WAIVER OF JURY TRIAL.** Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any controversy or claim arising out of this reservation System Agreement.

-Signatures appear on following page-

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date written below.

GREEN MOTION NORTH AMERICA LLC

By: _____

Its: _____

Date: _____

_____
Print or Type Franchisee's Corporate Name
d/b/a GREEN MOTION

By: _____

_____
Print or Type Name of Signing Officer

Its: _____

Date: _____

Mailing Address for Notice to Franchisee Pursuant to Paragraph XV above:

_____

_____

_____

Attention: _____

Return Signature Copy to:

Green Motion North America LLC
Attention: Operations Manager
Unit 1, Aspen Farm, Sheep Lane
Woburn, United Kingdom MK17 9HD

LIST OF SCHEDULES

Schedule A: Reservation Options and Fees

Schedule B: Vehicle Code Matrix / ACRISS Codes

Schedule C: Pre-Authorized Payments

SCHEDULE A
RESERVATION OPTIONS AND FEES

The Reservation Fees listed below, as amended pursuant to the terms and conditions of the Reservation Systems Agreement, are cumulative for all reservations made for delivery to Green Motion locations.

Online Booking

To access online reservations, you must have a connection to the GreenRes system. This service provides connectivity to your rental management software's availability and pricing, allowing reservations to be made directly into your system.

Global Distribution System (GDS)

Web system used by travel agents and other major travel sources.

$2,000.00 minimum deposit **(subject to increase based on volume projections)**
$1,000.00 set-up fee (Additional satellite locations require a $500.00 set-up fee per location)
$75.00 monthly support fee
$0.15 per reservation customer complaint fee

Call Center/Direct Connect Booking Sources – Pay on Arrival - per reservation fees:

Source	Honored	No-show	Cancellation	Commission	Marketing Fee
Call Center	$5.15	$4.15	$0.00	N/A	N/A
greenmotion.com	$5.15	$4.15	$0.00	N/A	N/A
BookingGroup	$5.15	$4.15	$0.00	15% T&M	N/A
Brokers / Other Systems	$5.15	$4.15	$0.00	Imposed T&M where applicable	N/A
Future System	Will vary	Will vary	Will vary	Will vary	N/A

Pre-paid Rates* - per reservation fees:
***Prepaid vehicles must be held for the entire arrival day.**

Source	Honored	No-show	Cancellation	Commission	Transaction Fee
greenmotion.com	$5.00	$4.00	$0.00	N/A	3% T&M
Brokers	$5.00	$4.00	$0.00	Imposed T&M where applicable	

Global Distribution Systems (GDS)* - per reservation fees:
* Requires TSDRental counter system and TSDRez

Source	Honored	No-show	Cancellation	Commission	Rebate /Override[iii] Fee	Marketing Fee
Brokers	$11.15	$10.15	$0.00	0% to 24%	0% to 5%	N/A
Other GDS Systems	$11.15	$10.15	$0.00	Imposed T&M where applicable	0% to 5%	N/A
Future System	Will vary	Will vary	Will vary	Will vary	Will vary	N/A

It is a requirement to participate in Option 1 (Call Center, Online and Other Online Booking Services). Option 2 expands Option 1 with placing your location(s) on the Global Distribution Systems (GDS). Please indicate your choice below:

1. Call Center, Online Booking[i] and Other Online Booking Services — Deposit: $700.00
2. Call Center, Online Booking[ii], Other Online Booking Services and — Deposit: $2,000

Global Distribution System	GDS Set Up Fee: $1,000 + ($500 per added locations)

_____ I have selected Option 1 and enclose my check(s) for the deposit amount of $700.00 and a set-up fee of $0.00.
_____ I have selected Option 2 and enclose my check(s) for the deposit amount of $2,000.00 and a GDS set-up fee of $1,000.00. ($1000 for the first location and $500.00 for each additional location added).

Please Note: If you select Option 2, you ***must*** complete the pages **following** Schedule B regarding the Global Distribution System.

If a reservation invoice is not paid by the stated due date, your bank account will be debited, or credit card charged (based on selection on Schedule C) fifteen (15) days after the invoice date. If the method of payment is rejected, your reservation services will be discontinued immediately, and your deposit applied to any outstanding balance. To have the service reestablished, a $500 connection fee will be charged, and an additional deposit will be required.

[i] This fee is a national/international marketing fee for certain sources to pay for the promotion of their services. This marketing fee charge is in no way connected to the marketing fee you pay to Green Motion Auto Rental.

[ii] This fee is a national/international marketing fee for certain sources to pay for the promotion of their services. This marketing fee charge is in no way connected to the marketing fee you pay to Green Motion Auto Rental.

[iii] Rebateable Bookings: Certain brokers will require rebateable booking programs, which is an additional fee applied on top of the required commission arrangement for the channel. Participating channels along with terms and conditions relating to these programs will be relayed, most rebatable bookings are based on a fixed commission or monetary amount per rental day on the rebateable booking volume.

Override – Priceline override fees are applied based on the rental destination.

[iv] We will collect 5% on each invoice to be applied towards the yearly required Expedia rebate amount. Rebates due yearly are based on the Green Motion Real Time Review Score. Once the rebate amount has been assessed by Expedia at the year end, we will reimburse the difference if applicable based on the reservations.

Real Time Review Score	Rebate Amount Due
0-49.99%	5.00%
50-59.99%	4.00%
60-69.99%	3.75%
70-79.99%	3.00%
80-89.99%	2.00%
90.00%+	0.00%

[v] Priceline Gross Revenue: The gross amount paid by a consumer for car rental services including time and mileage, taxes, and fees

[vi] Priceline Net Revenue: The gross amount paid by a consumer for car rental services including time and mileage, taxes, and fees less the commission amount paid to Priceline for retail agency rates, retained by Priceline for retail merchant rates, or the markup added by Priceline for Net Merchant rates.

SCHEDULE B

Vehicle Code Matrix

Category		Type		Trans /Drive		Aircon/ Fuel	
M	Mini	B	2-3 Door	M	Manual Unspecified Drive	R	Unspecified Fuel/Power With Air (N. American use)
N	Mini Elite	C	2/4 Door	N	Manual 4WD	N	Unspecified Fuel/Power Without Air (N. American use)
E	Economy	D	4-5 Door	C	Manual AWD	D	Diesel Air
H	Economy Elite	W	Wagon/Estate	A	Auto Unspecified Drive	Q	Diesel No Air
C	Compact	V	Passenger Van	B	Auto 4WD	H	Hybrid Air
D	Compact Elite	L	Limousine	D	Auto AWD	I	Hybrid No Air
I	Intermediate	S	Sport			E	Electric Air
J	Intermediate Elite	T	Convertible			C	Electric No Air
S	Standard	F	SUV			L	LPG/Compressed Gas Air
R	Standard Elite	J	Open Air All Terrain			S	LPG/Compressed Gas No Air
F	Full-size	X	Special			A	Hydrogen Air
G	Full-size Elite	P	Pick up Regular Cab			B	Hydrogen No Air
P	Premium	Q	Pick up Extended Cab			M	Multi Fuel/Power Air
U	Premium Elite	Z	Special Offer Car			F	Multi fuel/power No Air
L	Luxury	E	Coupe			V	Petrol Air (European use)
W	Luxury Elite	M	Monospace (European use)			Z	Petrol No Air (European use)
O	Oversize	R	Recreational Vehicle			U	Ethanol Air
X	Special	H	Motor Home			X	Ethanol No Air
		Y	2 Wheel Vehicle				
		N	Roadster				
		G	Crossover				
		K	Commercial Van/Truck				

Green Motion Standard Vehicle Coding

ECAR – Economy Car
CCAR – Compact Car
ICAR – Intermediate Car
SCAR – Standard Car
FCAR – Full-size Car
LCAR – Luxury Car
STAR – Convertible
MVAR – Minivan
SVAR - 12pssgr Van
FVAR – 15pssgr Van
IFAR – Intermediate SUV
SFAR – Standard SUV
FFAR – Full-size SUV
SJAR – Jeep 4x4
SKAR – Commercial Truck
SPAR – Standard Pickup Truck
FPAR – Full-size Pickup Truck
XXAR – Supplier Choice
XVAR – Cargo Van

SCHEDULE C

Pre-Authorized Payments

Option 1: Pre-authorized Payment (Debit) Service Authorization Agreement

(THIS FORM MUST BE COMPLETED AND RETURNED WITH THE EXECUTED FRANCHISE DOCUMENTS.)

I (we) authorize Green Motion North America LLC, and the financial institution listed below to electronically debit my (our)

☐ Checking or ☐ Savings Account specified below for: monthly royalty, marketing, insurance, and reservation fees on our account:

Our account will be debited through an ACH transfer 15 days after invoice date, for the term of the agreement.

_____	_____
Bank Name	**Branch Location**
_____ _____	_____
City **State**	**Zip Code**
_____	_____
Bank Transit/ABA Number	**Account Number**

This authority is to remain in full force and effect until Green Motion North America LLC and the above bank have received written notification from me (or either of us) of its termination in such time and in such manner as to afford Green Motion North America LLC and the above bank a reasonable opportunity to act on it.

_____	_____
Owner or authorized agent	**Franchise Number**
_____	_____
Signature	**Date**

Note: Please attach a voided check or copy of a voided check.

-OR-

Option 2 Credit Card Authorization 2:

Type of Card (circle one)	Visa	Master Card	Amex
Credit Card Number	_____		
Expiration Date	_____		
3 or 4 digit number on front or back of card	_____		
Name on card	_____		
Mailing address of card	_____		
Zip code	_____		
Signature	_____		
Date	_____		

EXHIBIT D

PROMISSORY NOTE

$_____ _____

FOR VALUE RECEIVED, and intending to be legally bound hereby, the undersigned, _____ _____, a _____having a principal address of _____ _____, _____, an individual having a principal address of _____ and _____, an individual having a principal address of _____ collectively referred to as the "Borrower"), promises to pay to the order of [Green Motion North America LLC or affiliate], with an address of Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD (the "Lender"), _____ Dollars ($_____) ("Loaned Amount") in _____ (__) equal monthly principal installments of $____ _____ , without interest, with the first installment due and payable on the 5th day of the month immediately following Borrower's Opening Date, as that term is defined in that certain franchise agreement executed by and between Borrower and Green Motion North America LLC, on or about _____,__ (hereafter the "Franchise Agreement"), and the final installment of all unpaid principal and accrued interest due and payable on the 5th day of the _____ (____th) month following Borrower's Opening Date, if not sooner paid, with the privilege of prepaying the unpaid principal balance in whole or in part at any time without penalty.

In the event that any monthly payment hereunder shall become overdue for a period of three (3) days, the Borrower shall pay to the Lender a late charge of ten percent (10%) of such payment. Any other payments which may become due under the terms of this Note, including penalties, costs, and attorneys' fees, shall bear interest from the date upon which they become due at the rate of eighteen percent (18%) per annum or the highest rate allowable by law, whichever is lower. Such costs and fees shall become due and payable upon demand by Lender.

Notwithstanding the foregoing, this Note shall become immediately due and payable without further notice or demand upon the occurrence of any Event of Default. Each of the following shall constitute an "Event of Default," whatever the reason for such event and whether or not it shall be voluntary or involuntary, or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental or non-governmental body: (a) if the Opening Date does not occur in accordance with the Franchise Agreement, (b) if any payment of principal on the Loaned Amount as aforesaid shall not be paid when due, (c) if Borrower shall breach any covenant or default in the performance of any obligation of Borrower under this Note, the security agreement of even date herewith securing the Note ("Security Agreement"), the Franchise Agreement, or any other agreement between Borrower and Lender or Lender's affiliates, (d) if Borrower shall admit to Lender that Borrower is unable to pay their debts as they become due, or shall become insolvent, or shall suspend transaction or operation of their Franchised Business, as that term is defined in the Franchise Agreement; (e) if Borrower enters into any oral and/or written agreement to sell, assign, gift and/or in any way transfer (or if Borrower does sell, assign, gift and/or in any way transfer) any of their interest in the Franchised Business, without Lender's prior written consent; (f) if Borrower shall make an assignment for the benefit of creditors, or files a voluntary petition under the Bankruptcy Code, as amended, or federal or state insolvency law or apply for or consent to the appointment of a receiver, trustee or custodian of all or a part of their property, in each case which shall remain unstayed for thirty (30) days; (g) if an order for relief shall be entered following the filing of an involuntary petition against Borrower under the Bankruptcy Code, as amended, or any other Federal or state insolvency law, or if an order shall be entered appointing a trustee, receiver or custodian of all or part of their property, in each case which shall remain unstayed for thirty (30) days; or (h) if any individual of Borrower dies or becomes permanently incapacitated such that he or she is unable to perform daily functions on behalf of the Franchised Business.

Upon an Event of Default, payment of the entire unpaid balance of the Loaned Amount and all other sums due by Borrower hereunder together with interest accrued thereon at the rate hereinbefore specified, shall at the option of Lender and without further notice to Borrower, become due and payable immediately

and payment of the same may be recovered in whole or in part at any time by one or more of the remedies provided to Lender in this Note or by law or at equity; and in such case, Lender may also recover all costs of suit and other expenses in connection therewith, together with reasonable attorney's fees for collection of twenty percent (20%) of the total amount then due by Borrower to Lender.

The remedies of Lender as provided herein shall be joint and several against Borrower, cumulative and concurrent and may be pursued singly, successively or together against Borrower and/or any other obligor under this Note to Lender as security for this Note, at the sole discretion of Lender, and such remedies shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur.

Lender shall not by any act of omission or commission be deemed to have waived any of Lender's rights or remedies hereunder unless such waiver be in writing and signed by Lender, and then only to the extent specifically set forth therein; a waiver on one event shall not be construed as continuing or as a bar to or waiver of such right or remedy on a subsequent event.

Borrower hereby waives and releases all errors, defects and imperfections of a procedural nature in any proceedings instituted by Lender under the terms of this Note, as well as all benefits that might accrue to Borrower by virtue of any present or future laws exempting any other property, real or personal, or any part of the proceeds arising from any sale of such property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, as well as the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue hereof, and Borrower hereby voluntarily condemns the same and authorizes the entry of such voluntary condemnation on any writ of execution issued thereon, and agrees that such real estate may be sold upon any such writ in whole or in part and in any order desired by Lender.

Except as otherwise provided herein, Borrower and all endorsers, sureties, and guarantors hereof jointly and severally and intending to be legally bound, waive presentment for payment, demand, notice of non-payment, notice of protest, and protest of this Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note, and they agree that the liability of each of them shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender; and Borrower, all endorsers, sureties, and guarantors hereof consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions of this Note, and to the releases of the security for this Note, or any part thereof, with or without substitution, and agree that additional Borrowers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

Lender shall have the right to transfer, assign or pledge this Note and the benefits hereunder shall inure to the Lender, Lender's officers, directors, members, personal representatives, successors, and assigns. Borrower may not assign, transfer or pledge this Note without the express prior written consent of Lender. Furthermore, the Borrower's obligations hereunder shall inure to Borrower's heirs, successors and assigns.

The Borrower represents and warrants that the Borrower (a) will not breach or be in default on any agreement, mortgage, loan or credit arrangement by their execution of this Note; and (b) will be bound and obligated under this Note and that this Note constitutes a valid, legal and binding obligation of the Borrower, enforceable by the Lender or its successors and assigns.

All notices hereunder shall be deemed given if hand-delivered or sent by certified mail, return receipt requested or recognized overnight carrier to the parties at the addresses specified above, or at such other addresses as the parties may specify from time to time in writing. Notice shall be deemed received upon delivery if hand-delivered or three (3) days after mailing, if mailed or one (1) day after being placed with an overnight carrier. All rights and obligations under this Note shall extend to and be binding upon the respective heirs, successors and assigns of the Borrower and Lender.

This Note will be governed by and construed in accordance with the laws of the State of Mississippi, except to the extent that the UCC provides for the application for the law of the Borrower's state of residence. Should any one or more provisions of this Note be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

EXECUTED by each Borrower the day and year first above written.

_____

By: _____

_____

(Print Name, Title)

_____

_____

(Print Name)

_____

_____

(Print Name)

EXHIBIT E

SECURITY AGREEMENT

THIS AGREEMENT, made as of _____, by and between _____ _____, a _____having a principal address of _____ _____, _____, an individual having a principal address of _____ and _____, an individual having a principal address of _____ collectively referred to as the "Debtor"), and [Green Motion North America LLC or affiliate], a [Mississippi] limited liability company, with an address of Unit 1, Aspen Farm, Sheep Lane, Woburn, United Kingdom MK17 9HD (the "Secured Party")

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note, bearing even date herewith ("Note"'), and

WHEREAS, Secured Party desires to secure the Debtor's payment of all amounts due under the Note and the Debtor's performance of all of their obligations under the Note by taking a security interest in certain of Debtor's property.

NOW, THEREFORE, intending to be legally bound by this Agreement, Debtor and Secured Party mutually covenant and agree as follows:

1. *Security Interest.* Debtor hereby grants and conveys to Secured Party a continuing security interest in and lien upon all Collateral (as hereinafter defined), now owned or hereafter acquired or arising in connection with the Debtor's Franchised Business, as that term is defined in that certain franchise agreement executed by and between Debtor and Green Motion North America LLC, on or about _____ (hereafter the "Franchise Agreement") or otherwise, all in accordance with the provisions of the Uniform Commercial Code as enacted in the state in which the assets secured herein will be located (the "UCC"). Such security interest is granted as security for the payment of all amounts due by the Debtor to Secured Party under the Note and Debtor's performance of all of its obligations under the Note.

2. *Collateral.* For purposes of this Agreement, "Collateral"' is defined to include all bank account assets, accounts receivable, computer systems, furniture, fixtures, equipment, and vehicles, as well as all parts, replacements, substitutions, profits, products and cash and non-cash proceeds of the foregoing Collateral (including insurance and condemnation proceeds payable by reason of condemnation of or loss or damage thereto).

3. *Debtor's Warranties, Representations and Agreements.* The Debtor represents and warrants to Secured Party and agrees that:

(a) Except for the security interest herein granted, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance;

(b) Debtor agrees to keep complete and accurate Books and Records (as used herein, the term "Books and Records" is defined to include all books of original and final entry, records, ledgers, receipts and documentation, including computer programs, software, stored material and data banks associated with or arising out of Debtor's Franchised Business or record keeping) and make all necessary entries therein to reflect the quantities, costs, value and location of the

Collateral. Debtor agrees to mark their Books and Records in such fashion as to indicate the security interest granted to Secured Party herein. Debtor will permit Secured Party, its officers, employees and agents, to have access to all of Debtor's Books and Records and any other records pertaining to Debtor's Franchised Business which Secured Party may request, and will cause all persons and services including online accounts, bookkeeping services, accountants and the like, to make all such Books and Records available to Secured Party, its officers, employees and agents and, if deemed necessary by Secured Party in Secured Party's sole discretion, permit Secured Party, its officers, employees and agents to duplicate, at Debtor's expense, the Books and Records at Debtor's place of business or any other place where they may be found. Secured Party's right to inspect and duplicate Debtor's Books and Records will be enforceable at law by action of replevin or by any other appropriate remedy at law or in equity;

(c) The Collateral and Books and Records are, have been and will be kept at the Franchised Business address or Debtor's address as set forth above;

(d) Debtor shall immediately notify Secured Party in writing of any event causing deterioration, loss or depreciation in value of any of the Collateral and the amount of such loss or depreciation. Debtor shall permit Secured Party, its officers, employees and agents, access to the Collateral at any time and from time to time, as and when requested by Secured Party, for the purposes of examination, inspection and appraisal thereof and verification of Debtor's Books and Records pertaining thereto, and Debtor will pay the expenses of these inspections and audits on Secured Party's request. Debtor will promptly notify Secured Party in writing if there is any change in the status or physical condition of any Collateral. Debtor agrees not to return any Collateral to the supplier thereof without obtaining Secured Party's prior written consent;

(e) Debtor will not sell, exchange, lease, rent or otherwise dispose of any of the Collateral or of any Debtor's rights therein, other than in the ordinary course of Debtor's Franchised Business, without the prior written consent of Secured Party;

(f) Debtor will care for and preserve the Collateral in good condition and repair at all times and will pay the cost of repairs to and maintenance and preservation of the Collateral and will not permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this Agreement;

(g) No Event of Default has occurred and no event has occurred which, with the passage of time or the giving of notice or both, could be an Event of Default hereunder;

(h) Debtor will notify the Secured Party in writing prior to beginning to engage in business in any corporate or fictitious name other than its present corporate name;

(i) Debtor will not use the Collateral in violation of any federal, state or local statute or ordinance;

(j) Debtor will comply with each covenant set forth in the Note and the Franchise Agreement;

(k) Debtor will not hereafter grant a security interest in the Collateral to any person, firm or corporation;

(l) If any of the Collateral or any of Debtor's Books and Records are at any time to be located on premises leased by Debtor or on premises owned by Debtor subject to a mortgage or other lien, Debtor shall obtain and deliver or cause to be delivered to Secured Party prior to delivery of any Collateral or Books and Records concerning the Collateral to said premises, an agreement, in

form satisfactory to Secured Party, waiving the landlord's, mortgagee's or lienholder's rights to enforce any claim against Debtor for moneys due under the landlord's lien, mortgagee's mortgage or other lien by levy of distraint or other similar proceeding against the Collateral or Debtor's Books and Records and assuring Secured Party's ability to have access to the Collateral and Debtor's Books and Records in order to exercise Secured Party's rights to take possession thereof and to remove them from such premises;

(m) Debtor will keep the Collateral insured against all hazards in such amounts and by such insurers as are satisfactory to Secured Party, with insurance policies which provide for at least ten (10) days prior written notice to Secured Party of any cancellation or reduction in coverage. Debtor will cause Secured Party's security interest to be endorsed on all policies of insurance in such manner that all payments for losses will be paid to Secured Party as loss-payee and will furnish Secured Party with evidence of such insurance and endorsements. Debtor will keep such insurance in full force and in effect at all times. In the event that Debtor fails to pay any such insurance premiums when due, Secured Party may but is not required to pay such premiums and add the costs thereof to the amounts due Secured Party by Debtor under the Note. Debtor hereby agrees to pay such premiums to Secured Party with interest at the highest rate of interest being charged to Debtor by Secured Party under the Note at the time of payment of such premiums by Secured Party. Debtor hereby assigns to Secured Party any returned or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Secured Party any amount so due.

4. *Use of Collateral; Casualty.* Until the occurrence of an Event of Default, Debtor may sell and use the Collateral in the ordinary course of its business, consistent with past practices, and accept the return of and repossess goods constituting the Collateral. Immediately upon the loss, damage or destruction of any Collateral, Debtor will deliver to Secured Party an amount equal to the greater of Debtor's (a) actual cost or (b) replacement cost of the Collateral so lost, damaged or destroyed, less the amount of any insurance proceeds thereon anticipated to be collected and retained by Secured Party.

5. *Event of Default.* The occurrence of any one or more of the following will be an “Event of Default” hereunder:

(a) The failure of Debtor at any time to observe or perform any of their warranties, representations or agreements contained in this Agreement or any other agreement between Debtor and Secured Party;

(b) Debtor's default under the terms of the Note;

(c) The subjection of the Collateral or any rights therein to or the threat of any judicial process, condemnation or forfeiture proceedings;

(d) The insolvency of Debtor, the commencement of a voluntary or involuntary case in bankruptcy against Debtor, the consenting of Debtor to the appointment of a receiver or trustee of any of its property or any part thereof, or the entry of any order of relief against Debtor in any case.

6. *Secured Party's Rights and Remedies.* Upon or after the occurrence of any Event of Default, Secured Party may do any or all of the following, all of which rights and remedies shall be cumulative and any and all of which may be exercised from time to time and as often as Secured Party shall deem necessary or desirable:

(a) Exercise any and all rights, privileges and remedies available to Secured Party under this Agreement, the Note and the Franchise Agreement, and under the UCC, or any other applicable law, including without limitation the right to require the Debtor to assemble the Collateral and make it available to Secured Party at a designated place reasonably convenient for disposition;

(b) Notify Debtor's lessees, renters and account debtors to make all payments directly to Secured Party and to surrender, at the termination of any lease of any Collateral, the item or items of Collateral so leased or to pay the sale option price, if any, directly to Secured Party;

(c) Cure any default in any reasonable manner and add the cost of any such cure to the amount due under the Note and accrue interest thereon at the rate then being charged by Secured Party under the Note;

(d) Retain all of Debtor's Books and Records;

(e) Upon five (5) days prior written notice to Debtor, which notice Debtor acknowledges is sufficient, proper and commercially reasonable, Secured Party may sell, lease or otherwise dispose of the Collateral, at any time and from time to time, in whole or in part, at public or private sale, without advertisement or notice of sale, all of which are hereby waived, and apply the proceeds of any such sale:

(i) first, to the expenses of Secured Party in preparing the Collateral for sale, selling and the like, including without limitation reasonable attorneys' fees and expenses incurred by Secured Party (including fees and expenses of any litigation incident to any of the foregoing);

(ii) second, to the payment in full of all sums owing to Secured Party under the Note and the satisfaction of all of the Debtor's obligations under the Note and the Franchise Agreement; and

(iii) any excess shall be paid to Debtor.

The waiver of any Event of Default, or Secured Party's failure to exercise any right or remedy hereunder, shall not be deemed a waiver of any subsequent Event of Default or of the right to exercise that or any other right or remedy available to Secured Party.

7. *Miscellaneous.* The rights and privileges of Secured Party under this Agreement will inure to the benefit of its endorsers, successors and assigns forever and this Agreement shall bind all persons who become bound as a debtor to this Agreement. All representations, warranties and agreements of Debtor contained in this Agreement will survive this Agreement. This Agreement shall be governed by the laws of the State of Mississippi, except to the extent that the UCC provides for the application for the law of the Debtor's state of residence. If any provision of this Agreement will for any reason be held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision hereof, but this Agreement will be construed as if such invalid or unenforceable provision had never been contained herein.

-Signatures appear on following page-

Debtor and Secured Party have caused this Security Agreement to be duly executed and sealed as of the day and year first above written.

DEBTOR:

_____

By: _____

_____,_____

(Print Name, Title)

_____

_____

(Print Name)

_____

_____

(Print Name)

SECURED PARTY:
[GREEN MOTION NORTH AMERICA LLC]

By: _____

_____,_____

(Print Name, Title)

EXHIBIT F

PERSONAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on_____ (the "Effective Date") to [Green Motion North America LLC or Affiliate], a Mississippi limited liability company ("Lender"), as an inducement to the execution of a certain Note and Security Agreement on or about the Effective Date (the "Note and Security Agreement"). The undersigned hereby, jointly and severally, unconditionally (a) guarantees to Lender, and Lender's successors and assigns, for the term of the Note and Security Agreement, that Borrower, as that term is defined in the Note, shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Note and Security Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Note and Security Agreement. Each of the undersigned waives: (1) acceptance and notice of acceptance by Lender of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of obligations hereby guaranteed; (4) any right to require that an action be brought against Borrower or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which Guarantor be entitled.

Each of the undersigned consents and agrees that: (1) Guarantor's direct and immediate liability under this guaranty shall be joint and several; (2) Guarantor shall render any payment or performance required under the Note and the Security Agreement upon demand if Borrower fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Lender of any remedies against Borrower or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Lender may from time to time grant to Borrower or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Note.

The obligations of the undersigned hereunder are independent of the obligations of Borrower and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against the undersigned whether or not Borrower is joined therein, or a separate action or actions is or are brought against Borrower. Lender may maintain successive actions for other defaults. Lender's rights hereunder shall not be exhausted by Lender's exercise of any of Lender's rights or remedies or by any such action or by any number of successive actions until and unless all obligations hereby guaranteed have been fully performed.

This Guaranty is a present, continuing, absolute and unconditional guaranty and notice of its acceptance is waived.

This Guaranty shall remain in full force and effect until full performance by Borrower pursuant to all of the terms of the Note, at which time this Guaranty and the obligations of the Guarantor hereunder shall cease and determine without any further action by the parties hereto, and Lender shall thereafter promptly return this Guaranty to Guarantor. No provision of this Guaranty or right of Lender hereunder can be waived nor shall the undersigned be released from its obligations hereunder except as set forth in the preceding sentence.

Upon the occurrence and continuation of an Event of Default hereunder, Lender shall have the right to use, and Guarantor hereby grants to Lender a security interest in any funds, securities or other property in its hands belonging to the Guarantor, which funds, securities or other property may be applied by Lender, as Lender shall elect, to secure the obligations of the Guarantor, hereunder and

as endorsers of the Note. Guarantor shall execute and file all documents, including financing statements, to confirm the provisions of this paragraph to perfect the security interest herein granted. Guarantor hereby irrevocably appoints Lender, its designees and nominees, as such Guarantor's agents and attorneys-in-fact to execute in such Guarantor's name and to file such documents and instruments.

This agreement will be governed by and construed in accordance with the laws of the State of Mississippi, except to the extent that the UCC provides for the application for the law of the Guarantor's state of residence. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

This shall be an agreement of suretyship as well as a guaranty and Guarantor agrees that this Guaranty may be enforced by Lender without the necessity at any time of resorting to or exhausting any other security or collateral given in connection herewith or with the Note or the Security Agreement or otherwise and recovery hereunder shall not be limited to such security or collateral.

The undersigned, intending to be legally bound, has executed this Guaranty on the date first above written.

_____	_____
_____	_____
(Print Name)	(Print Name)

EXHIBIT G

FINANCIAL STATEMENTS

Green Motion North America LLC

Financial Statements
Year Ended December 31, 2025

Green Motion North America LLC

Financial Statements
Year Ended December 31, 2025

Green Motion North America LLC

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www.bdo.com

661 Sunnybrook Rd., Suite 100
Ridgeland, MS 39157

Independent Auditor's Report

Board of Directors and Management
Green Motion North America LLC
Ridgeland, Mississippi

Opinion

We have audited the financial statements of Green Motion North America LLC (the Company), which comprise the balance sheet as of December 31, 2025, the related statements of operations and members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

BDO USA, P.C., a Virginia professional corporation, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

BDO USA, P.C.

March 31, 2026

Financial Statements

Green Motion North America LLC

Balance Sheet

December 31,		2025
Assets		
Current Assets		
Cash	$	1,406
Total Current Assets		1,406
Total Assets	$	1,406
Liabilities and Members' Deficit		
Related party payable	$	50,950
Total Liabilities		50,950
Members' deficit		(49,544)
Total Liabilities and Members' Deficit	$	1,406

See accompanying notes to financial statements.

Green Motion North America LLC

Statement of Operations and Members' Deficit

Year Ended December 31,		**2025**
Cost and Expenses		
General and administrative	**$**	**24,875**
Total Cost and Expenses		**24,875**
Loss from Operations		**24,875**
Net loss		**(24,875)**
Members' deficit, beginning of year		**(24,669)**
Members' Deficit, end of year	**$**	**(49,544)**

See accompanying notes to financial statements.

Green Motion North America LLC

Statement of Cash Flows

Year Ended December 31,		**2025**
Cash Flows from Operating Activities		
Net Loss	**$**	**(24,875)**
Change in operating liability		
Related party payable		**25,950**
Net Cash Used in Operating Activities		**1,075**
Decrease in cash		**1,075**
Cash, beginning of year		**331**
Cash, end of year	**$**	**1,406**

See accompanying notes to financial statements.

1. Description of Business

Nature of Business

Green Motion North America LLC (the Company) is a wholly-owned subsidiary of Green Motion of America (GM America). GM America is a majority-owned subsidiary of Green Motion Limited (GM Limited). The Company licenses franchises to operate under the trademark name "Green Motion Car and Van Rental" in the United States and abroad. The Company began operations in 2023, and is still in the startup phase of operations with no significant activities as of December 31, 2025.

2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASU).

Cash

The Company considers all cash accounts which are not subject to withdrawal restrictions or penalties to be cash.

3. Related Party Transactions

The Company has a payable to GM America of $50,950 at December 31, 2025, related primarily to legal and bank expenses paid on behalf of the Company. The Company does not expect GM America to require payment in the next twelve months. Accordingly, the related party payable has been presented as a long-term liability in the accompanying balance sheet.

4. Subsequent Events

The Company has evaluated subsequent events through March 31, 2026 the date the financial statements were available to be issued.

GREEN MOTION NORTH AMERICA LLC

Ridgeland, Mississippi

Financial Statements

Year Ended December 31, 2024

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INDEPENDENT AUDITOR'S REPORT

Board of Directors and Management
Green Motion North America LLC
Ridgeland, Mississippi

Opinion

We have audited the financial statements of Green Motion North America LLC (the "Company"), which comprise the balance sheet as of December 31, 2024, the related statements of operations and members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will

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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

HORNE LLP

Ridgeland, Mississippi
March 31, 2025

GREEN MOTION NORTH AMERICA LLC

Balance Sheet

December 31, 2024

ASSETS	
Current assets	
Cash	$ 331
Total current assets	331
Total assets	$ 331
LIABILITIES AND MEMBERS' DEFICIT	
Related party payable	$ 25,000
Total liabilities	25,000
Members' deficit	(24,669)
Total liabilities and members' deficit	$ 331

See accompanying notes to financial statements.

GREEN MOTION NORTH AMERICA LLC

Statement of Operations and Members' Deficit

Year Ended December 31, 2024

COST AND EXPENSES		
General and administrative	$	24,490
Total cost and expenses		24,490
Loss from operations		24,490
Net loss		(24,490)
Members' deficit, beginning of year		(179)
Members' deficit, end of year	$	(24,669)

See accompanying notes to financial statements.

GREEN MOTION NORTH AMERICA LLC

Statement of Cash Flows

Year Ended December 31, 2024

Cash flows from operating activities		
Net loss	$	(24,490)
Change in operating liability		
Related party payable		24,000
Net cash used in operating activities		(490)
Decrease in cash		(490)
Cash, beginning of year		821
Cash, end of year	$	331

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

Note 1. Description of Business

Nature of Business

Green Motion North America LLC (the "Company") is a wholly-owned subsidiary of Green Motion of America ("GM America"). GM America is a majority-owned subsidiary of Green Motion Limited ("GM Limited"). The Company licenses franchises to operate under the trademark name "Green Motion Car and Van Rental" in the United States and abroad. The Company began operations in 2023, and is still in the startup phase of operations with no significant activities as of December 31, 2024.

Note 2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Financial Accounting Standards Board ("FASB") provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification ("ASC") and related Accounting Standards Updates ("ASU").

Cash

The Company considers all cash accounts which are not subject to withdrawal restrictions or penalties to be cash.

Note 3. Related Party Transactions

The Company has a payable to GM America of $25,000 at December 31, 2024, related primarily to legal and bank expenses paid on behalf of the Company. The Company does not expect GM America to require payment in the next twelve months. Accordingly, the related party payable has been presented as a long-term liability in the accompanying balance sheet.

Note 4. Subsequent Events

The Company has evaluated subsequent events through March 31, 2025 the date the financial statements were available to be issued.

Green Motion North America LLC

Ridgeland, Mississippi

Financial Statements

Year Ended December 31, 2023

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HORNE

INDEPENDENT AUDITOR'S REPORT

Board of Directors and Management
Green Motion North America LLC
Ridgeland, Mississippi

Opinion

We have audited the financial statements of Green Motion North America LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, the related statements of income and members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

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Basis for Opinion

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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

HORNE LLP

Ridgeland, Mississippi
August 21, 2024

GREEN MOTION NORTH AMERICA LLC

Balance Sheet

December 31, 2023

ASSETS	
Current assets	
Cash	$ 821
Total current assets	821
Total assets	$ 821
LIABILITIES AND MEMBERS' DEFICIT	
Current liabilities	
Related party payable	$ 1,000
Total current liabilities	1,000
Total liabilities	1,000
Members' deficit	(179)
Total liabilities and members' deficit	$ 821

See accompanying notes to financial statements.

GREEN MOTION NORTH AMERICA LLC

Statement of Income and Members' Deficit

Year Ended December 31, 2023

COST AND EXPENSES	
General and administrative	$ 179
Total cost and expenses	179
Loss from operations	179
Net loss	(179)
Members' deficit, beginning of year	-
Members' deficit, end of year	$ (179)

See accompanying notes to financial statements.

GREEN MOTION NORTH AMERICA LLC

Statement of Cash Flows

Year Ended December 31, 2023

Cash flows from operating activities		
Net loss	$	(179)
Change in operating liability		
Related party payable		1,000
Net cash provided by operating activities		821
Increase in cash		821
Cash, beginning of year		-
Cash, end of year	$	821

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

Note 1. Description of Business

Nature of Business

Green Motion North America LLC (the "Company") is a wholly-owned subsidiary of Green Motion of America ("GM America"). GM America is a majority-owned subsidiary of Green Motion Limited ("GM Limited"). The Company licenses franchises to operate under the trademark name "Green Motion Car and Van Rental" in the United States and abroad. The Company is in the startup phase of operations with no significant activities as of December 31, 2023.

Note 2. Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Financial Accounting Standards Board ("FASB") provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification ("ASC") and related Accounting Standards Updates ("ASU").

Cash

The Company considers all cash accounts which are not subject to withdrawal restrictions or penalties to be cash.

Note 3. Subsequent Events

The Company has evaluated subsequent events through August 21, 2024, the date the financial statements were available to be issued.

EXHIBIT H

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EXHIBIT I

FRANCHISED OUTLETS
(As of December 31, 2025)

Owner Name	Contact Name	Email Address	Phone	Business Address
Jesus Soler and Carlos Guerrero	Jesus Soler	jesus.soler@greenmotionusa.com	786-352-3197	3218 SE 6th Ave, Fort Lauderdale, FL 33316
Jesus Soler and Carlos Guerrero	Jesus Soler	jesus.soler@greenmotionusa.com	786-352-3197	4111 NW 27th St, Mami, FL33142

FRANCHISEES WITH SIGNED AGREEMENTS OUTLETS NOT YET OPEN
(As of December 31, 2025)

None

FORMER FRANCHISEES
(As of December 31, 2025)

that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

None

EXHIBIT J

GENERAL RELEASE

_____ ("Franchisee") and its Principal(s):

_____

_____

on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless Green Motion of America LLC ("Franchisor"), its parents, subsidiaries, affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____ _____ between Franchisee, Principal(s) and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

Date: _____

PRINCIPAL:

By:_____

_____
(Print Name)

Date:_____

PRINCIPAL:

_____

_____
(Print Name)

Date:_____

EXHIBIT K

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The Department of Financial Protection and Innovation for the State of California requires that certain provisions contained in franchise documents be amended to be consistent with California Franchise Investment Law, Cal. Corp. Code Section 31000 et seq., and of the Rules and Regulations promulgated thereunder. To the extent that this Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended.

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

3. Item 3 is amended to add:

   Neither Franchisor nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C. 8.78(a) et seq. suspending or expelling such persons from membership in such association or exchange.

4. Item 5 is amended to add:

   The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

5. Item 17 is amended to state:

   (a) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

   (b) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(c) The franchise agreement contains a liquidated damages clause. Under California Civil Code section 1671, certain liquidated damages clauses are unenforceable.

(d) The Franchise Agreement requires application of the laws of Mississippi. This provision may not be enforceable under California law.

6. California Business and Professions Code sections 20000 through 20043 (the Franchise Relations Act) provide rights to the franchisee concerning termination, transfer, or non- renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control. In particular, Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act.

7. The franchise agreement requires binding arbitration. The arbitration will occur at Madison County, Mississippi with the costs being borne by non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

9. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

10. California's Franchise Investment Law (Corporations Code section 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the Franchise Investment Law.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED BY REQUIRED BY THE STATE OF CALIFORNIA

This will serve as the State Addendum for the State of California for Green Motion North America LLC Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THEDIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATIONPROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFEROR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDINGTO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEASTSEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVEFRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, ORAT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANYCONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR,WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR,TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATINGTO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAINMATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THECONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR ASTATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

SINCE THE FRANCHISOR'S AUDITED FINANCIAL STATEMENTS, AS OF JANUARY 11, 2023, INDICATE THE FRANCHISOR'S LIABILITIES EXCEED ITS ASSETS, A DEFERRAL OF THE PAYMENT OF THE INITIAL FRANCHISE FEE AND ANY OTHER INITIAL PAYMENTS MADE BY THE FRANCHISEE TO THE FRANCHISOR WILL NOT BE REQUIRED UNTIL ALL OF THE PRE-OPENING OBLIGATIONS OF THE FRANCHISOR HAVE BEEN SATISFIED AND THE FRANCHISE HAS OPENED FOR BUSINESS IN ACCORDANCE WITH THE HAWAII REVISED STATUTES (HRS) 482E-8 (E).

The parties hereto have duly executed, sealed and delivered this Addendum dated _____.

FRANCHISEE: _____	FRANCHISOR: Green Motion North America LLC
By:_____ Name:_____ Title:_____	By:_____ Name:_____ Title:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisee's right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED BY THE ILLINOIS FRANCHISE DISCLOSURE ACT

This will serve as the State Addendum for the State of Illinois for Green Motion North America LLC Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or **any other law of Illinois is void.**

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 20 of the Franchise Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of __ _____.

FRANCHISEE:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

1. Item 5 is amended to state:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.).

(d) A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for Green Motion North America LLC Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. The provisions in the Franchise Agreement which provide for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

2. The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. The appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

5. The Franchise Agreement and Franchisee Acknowledgment Statement are amended to include the following statement: “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.”

6. This franchise agreement provides that disputes are resolved through mediation and arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

7. Item 5 is amended to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA

The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. Item 6, Non-Sufficient Funds Fee, is amended to state:

Pursuant to Minn. Stat. § 604.113, the Non-Sufficient Funds Fee is $30.00 per occurrence.

2. Item 17 is amended to state:

(a) Minn. Stat. § 80C.21 and Minnesota Rules § 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Franchise Disclosure Document or agreement(s) shall abrogate or reduce (1) any of your rights as provided for in Minn. Stat. Chapter 80C or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) In accordance with Minn. Stat. § 80C.14 subd. 3-5, except in certain specified cases, we will give you 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement. Additionally, we will not unreasonably withhold our consent to a transfer of your Board and Brush Creative Studio.

(c) In accordance with Minnesota Rules 2860.4400(D), we cannot require you to assent to a general release.

(d) In accordance with Minnesota Rules 2860.4400(J), we cannot require you to consent to liquidated damages.

(e) Minn. Stat. § 80C.17 subd. 5 requires that an action be commenced pursuant to the Franchise Act within three (3) years after the cause of action accrues.

(f) You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rules 2860.4400(J),

3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

4. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

6. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

7. The State of Minnesota has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The State of Minnesota has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from Minnesota franchisees until we have completed all of our pre-opening obligations and you are open for business.

NEW YORK STATE ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

   Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order

relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non- waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE GREEN MOTION NORTH AMERICA LLC FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.

2. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.

3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;

4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;

5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extend prohibited by the NDFIL;

6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

The State of North Dakota has determined that parties agreeing to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation will be agreeable to all parties and may not be remote from the franchisee's place of business.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The State of North Dakota has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The State of North Dakota has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from North Dakota franchisees until we have completed all of

our pre-opening obligations and you are open for business. For North Dakota franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

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The parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

By:_____

_____,_____
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____
(Print Name)

ADDENDUM TO THE GREEN MOTION NORTH AMERICA LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of Green Motion North America LLC ("we," "us," or "our") for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled "Choice of law" and "Choice of forum," shall be supplemented with the following language:

> However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
GREEN MOTION NORTH AMERICA LLC

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following statements are added to Item 17.h.

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The State of Washington Department of Financial Institutions requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Section 18.1.8 of the Franchise Agreement shall be removed and replaced with the following:

"in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to: (a) the average monthly Royalty Fee payable by Franchisee over the twelve (12) month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) twenty-four (24) months or (ii) the number of months then remaining in the then-current term of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by Franchisee pursuant to this Section 18.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement."

EXHIBIT L

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

NOT FOR USE IN CALIFORNIA, HAWAII, OR MARYLAND

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business

contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Green Motion North America LLC, Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products or services under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products or services will not be sold within Franchisee's Territory by others who may have purchased such products or services from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE GREEN MOTION NORTH AMERICA LLC, GREEN MOTION OF AMERICA, LLC, AND ANY OF THEIR PARENT COMPANIES, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SHAREHOLDERS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE IS SPECIFICALLY INAPPLICABLE TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

ACKNOWLEDGED:

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____
Date:_____

PRINCIPALS:

_____
Name:_____
Date:_____

_____
Name:_____
Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Green Motion North America LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Green Motion North America LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC, 20580, and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Eddie Crespo
Unit 1, Aspen Farm, Sheep Lane
Woburn, United Kingdom MK17 9HD
786-722-8562

Issuance Date: April 30, 2026

I received a Disclosure Document with an Issuance Date of April 30, 2026, that included the following Exhibits:

EXHIBIT A: List of Franchise Administrators/Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Central Reservations Systems Agreement
EXHIBIT D: Promissory Note
EXHIBIT E: Security Agreement
EXHIBIT F: Personal Guaranty
EXHIBIT G: Financial Statements
EXHIBIT H: Operations Manual Table of Contents
EXHIBIT I: Franchised Outlets
EXHIBIT J: General Release
EXHIBIT K: State Addenda
EXHIBIT L: Franchisee Acknowledgement Statement
State Effective Dates
Receipts

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

_____
Print Address

KEEP FOR YOUR RECORDS

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

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State Effective Dates
Receipts

Date Received:_____ Date:_____
(If other than date signed)

_____
(Signature of recipient)

Print Name:_____

_____
Print Address

Please return the signed receipt to:
Green Motion North America LLC
Unit 1, Aspen Farm, Sheep Lane
Woburn, United Kingdom MK17 9HD