Click IT FRANCHISE

By Motherboard Inc.

Franchise Disclosure Document For Click IT Franchise

D.B.A. Motherboard, Inc.

Issue Date: May 1st, 2020

Confidential

We Appreciate Your Interest in Our Franchise, The Click IT Stores.

If You Have Any Questions or Issues Whatsoever, Please Contact Us at:

Motherboard, Inc.
16 S. Main Street
Suite B
P.O. Box 2
Chagrin Falls, OH 44022
Phone: 1(800) 368-7416
Email: info@clickitco.com

FRANCHISE DISCLOSURE DOCUMENT INTRODUCTION

Click IT Franchise
16 S. Main Street, Suite B
P.O. Box 2
Chagrin Falls, Ohio 44022-0002
Phone: (800) 368-7415
Email: info@clickitco.com
Website: www.clickitgroup.com

We grant franchises known as Click IT ("Click IT" or the "Click IT Store"), a retail Click IT Store specializing in providing to area residents and small businesses, managed 1-T services, which includes backup, data disaster recovery, server, secure email hosting, MS Office 365, spam filtering and other computer I-T services.

The total investment necessary to begin operation of a Click IT Store ranges from $88,960 to $175,600. The total investment includes working capital of $20,000 to $50,000 for anticipated working capital and the initial franchise fee of $39,996 for a franchise, less any qualified discounts.

This Disclosure Document ("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 this 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 Mr. Albert L Harlow, President, Motherboard, Inc, 16 S. Main St., Suite B, P.O. Box 2, Chagrin Falls, Ohio 44022-0002, telephone: (800) 368-7415, or email info@clickitco.com.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an 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 ("FTC"). 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 on franchising. 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. Contact your

local agencies about additional franchising laws that may be required in your state.

STATE COVER PAGE

Your state may have a franchise law that requires a franchise to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in EXHIBIT C for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW, UNCONDITIONALLY, AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT PERMITS THE FRANCHISOR TO ENFORCE ITS RIGHTS IN THE APPROPRIATE COURTS LOCATED IN CUYAHOGA COUNTY, OHIO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT ALSO MAY COST MORE TO SUE THE FRANCHISOR IN OHIO THAN IN YOUR HOME STATE.

THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: For state effective dates, see table below:

State	Effective Date	State	Effective Date
California	Inquire	New York	Inquire
Florida	11/1/2019		
Hawaii	Inquire	North Dakota	Inquire
Illinois	Inquire	South Dakota	Inquire
Indiana	4/25/2019	Texas	7/18/2019
Kentucky	4/19/2019	Virginia	Inquire
Maryland	Inquire	Washington	Inquire
Michigan	4/1/2019	Wisconsin	Inquire
Minnesota	Inquire		

In the states listed below, the effective date of this disclosure document is the issuance date of this FDD.

Alabama		Oklahoma
Alaska	Massachusetts	Oregon
Arizona	Mississippi	Pennsylvania
Arkansas	Missouri	Tennessee
Colorado	Montana	
Delaware	Nebraska	Utah
District of Columbia	Nevada	Vermont
Florida	New Hampshire	West Virginia
Idaho	New Jersey	Wyoming
Iowa	New Mexico	
Kansas	*Ohio*	

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

The following notice applied to franchisees who are residents of the state of Michigan or locate their franchise in Michigan.

In any agreement containing any of the following provisions, said provision is void and unenforceable, in an FDD and FA relating to a franchise sold to a resident of Michigan.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assig1m1ent, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this ac t. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful pro vision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsect ion applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, adve1tising , or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for a good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
b. The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.
c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:
State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, First Floor
525 West Ottawa Street
Lansing, MI 48933
Telephone Number: (517) 373-7117

STATE COVER PAGE INDIANA

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Call the state franchise administrator listed in Exhibit C for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN GEAUGA COUNTY, OHIO. OUT OF STATE ARBITRATION MAY

FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OHIO THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT REQUIRES THAT THE AGREEMENT SHALL BE GOVERNED BY COMMON LAW PRINCIPLES OF CONFLICT OF LAW; INCLUDING, STATE AND FEDERAL STATUTES, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Issuance Date: May 1st, 2020

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Item 1

THE FRANCISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Motherboard, Inc., also known as Click IT Franchise, a D.B.A., is a Wyoming corporation offering prospective franchise owners the opportunity to operate a Click IT Store in accordance with the terms described in this Disclosure Document. To simplify the language in this Disclosure Document, the terms, "we," "us," “our”, "the Company" or "Click IT Store" means Click IT Franchise, the franchisor (but not the Company's officers, directors, agents or employees). "You" or "Franchise Owner" means the person who buys a franchise from us. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors.

The Franchisor, Its Predecessors and Affiliates

We are a Wyoming corporation created in February 2018 for the sole purpose of marketing and selling Click IT Store franchises. There is no predecessor company. However, there are several affiliated companies, including the following: Click IT Connect Corporation, Click IT Labs, and Click IT Compliance Corporation.

The majority owner of the affiliated companies noted above is not the majority owner of the Franchise Company. See Item 20 and Exhibit G (List of Franchise Owners) for more details.

Click IT Store

We grant franchises known as "Click IT," a Store offering convenient one-stop shopping in a retail setting for all business and consumer IT needs. With over 12 categories of IT core-competencies to sell, we help people success in using technology to its fullest benefits. Our managed I-T services, products and solutions are uniquely packaged so consumers and small-to-medium-sized businesses (SMBs) can more easily grasp their benefits in using Click IT. For comparison sake, we are an information technology business providing outsourced IT managed services. You will offer a list of core services, products and solutions represented as “divisions”. You will proactively work with your customers to help determine if they have the correct IT equipment to properly meet their current and future needs and will partner with them on a reactive basis to help them repair their IT equipment and services during systems failures. Managed Services includes remotely monitoring and managing servers and desktops to help prevent problems, providing local and remote assistance and back-up, while providing performance reports to client about their systems. Our methodologies for delivering our offerings we believe makes Click IT not only unique and more attractive to customers, but also more manageable and cost-efficient, which means there are savings that then are easily passed on to make Click IT a more attractive choice in comparison to the competition.

The total Initial Investment is $ 88,960 to $175,600 includes the Initial Franchise Fee of $39,996 for a franchise and Additional Funds of $20,000 to $50,000 for anticipated working capital.

The word "**Click**" in our name conveys 'ease' or 'non-complexity'. Just *click it* and what was once complicated will be solved. Our focus is on delivering the best Information Technologies (I.T., I-T or IT) to our clients and customers. This comes in forms of products, services and complete (or packaged) solutions. Examples of our services include backup and data disaster recovery, server, secure email hosting, MS Office 365, spam filtering, repair and other computer services and related products and services. (For all services separated by "Divisions", or our "core competencies", see https://clickitgroup.com/divisions/.)

As a Click IT franchise owner, you will focus on delivering managed IT as-a-server with the following core offerings:

- **Click IT MSP**: Remote monitoring, management and support (Network Operations Center or NOC) Computer Systems Assessment.

- **Click IT Repair / Click IT Computer**: Troubleshooting and Repair
  - On-Site
  - Remote
  - Installation of Systems, Hardware and Software

- **Click IT Backup**: Data Backup System Installation and Maintenance
  - Local
  - Remote/On-line

- Data Recovery/Business Continuity

- **Click IT Website Design & Click IT Hosting:** Website development and hosting
- **Click IT Secure**: IT Security
- **Click IT Spy**: Video surveillance systems
- **Click IT E-Marketing**: SEO and website marketing services
- **Click IT Cloud**: Cloud Services
- **Click IT Mobile**: Mobility Solutions
- **Click IT WiFi**: Connection Solutions
- **Click IT Email**: Email Solutions
- **Click IT Phone**: Telephony and unified communications solutions
- **Click IT Help**: End-user support (Help Desk)
- …and more.

We utilize franchising as our business strategy for expansion in the United States. We grant franchises with care to individuals we believe are qualified financially, have acquired the business acumen to handle running one's own business, have the personality traits most desirable to follow the Click IT System to enhance the brand, and have a desire for success.

Our principal business and mailing address of our headquarters is 16 S. Main St., Suite B, PO Box 2, Chagrin Falls, Ohio 44022-0002 and the main telephone number is (800) 368-7415. The email to use when corresponding with us regarding our franchises is info@clickitco.com.

We are not engaged in any other business.

Under the Standard Franchise Agreement (the "Franchise Agreement" or the "Agreement"), which is Exhibit A of this Disclosure Document, we offer qualified purchasers the right to establish and operate a Click IT Store from a single location (the "Location") within a specified Territory (the "Territory"). Purchasers can purchase and operate more than one location. The Franchise Agreement gives the Franchise Owner the right to operate the Click IT Store under the name and mark "Click IT" and other marks designated by us from time-to-time (all referred to as the "Proprietary Marks").

You must operate your franchise in accordance with the standards and procedures designated by the Company (the "System"), and according to our Operations Manuals (the "Manual") (see Item 11 for details).

The Market and Competition

The market for Click IT franchises include all members of the general public and includes focusing on the on-going I-T needs of small businesses. We do not expect there to be material seasonal variations in the market. The market is very well developed and highly competitive. Franchises will compete with other businesses which may offer similar products and services to its customers, although we strongly believe our System and approach to the market is uniquely positioned to be competitively advantageous. More specifically, you will likely face competition from other managed services providers and computer repair businesses, including other franchised or non-franchised national chains as well as independent managed services and computer repair businesses. This is the nature of any multi-billion-dollar industry as the computer services business has become with markets which are highly developed in many states.

Laws and Regulations

There are no specific federal or state laws relating to the operation of a Click IT Franchised Business or to the industry, but there may be laws and regulations in your state or county that may apply to the operation of the Click IT Store. In addition to laws and regulations that apply to businesses generally, the Click IT Store may be subject to federal, state and local laws, occupational safety and health regulations, Equal Employment Opportunity and Americans with Disabilities Act rules, regulations and ordinances generally applicable to new, start-up businesses, and the continuing operation of your business. These laws may include the Health Insurance Portability and Accountability Act (HIPAA) and privacy laws. We urge you to investigate the laws, regulations, and ordinances applicable to your Business in your state. There may be other rules and regulations that may affect your Click IT Store business, including zoning laws, noise regulations, waste and runoff regulations. You will need to obtain the proper business license(s) from the proper licensing agencies.

Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open the Click IT Store. Prior to signing the Franchise Agreement, we strongly recommend that you consult with local counsel to make sure that you will be able to obtain all necessary permits and licenses in order to operate the Click IT Store in your Territory.

Agent for Service of Process

Our agent for service of process is Mr. Albert L. Harlow, Jr., President, Motherboard, Inc., 16 S. Main St., P.O. Box 2, Chagrin Falls, Ohio 44022-0002 and toll-free telephone number (800) 368-7416. See Exhibit E to this Disclosure Document.

Prior Business Experience

We are only engaged in the marketing, sales and training of franchises to operate Click IT stores. We have no prior history of engaging in the sale of franchises. As of the date of this Disclosure Document, there are no franchised Click IT Stores. We have never offered franchises in any other line of business, nor do we intend to do so.

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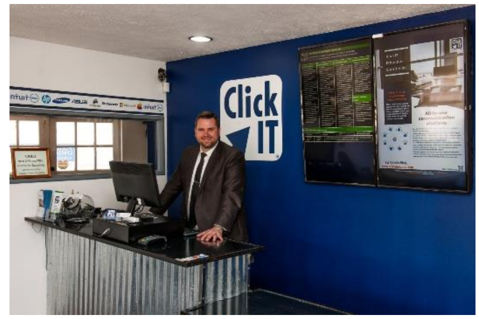
BUSINESS EXPERIENCE

The following persons are the directors, principal officers, and other executives who have management responsibility in the operation of our business relating to the franchises described in this Disclosure Document. Background information includes their present positions within the Company and their principal occupations and employers extending over at least the past five (5) year period:

Albert L Harlow founded Click IT Connect Corp. in 2012 in Chagrin Falls, Ohio, (our ‘Corporate Store’), and has been the Founder and Chief Executive Officer of Motherboard since its inception and is Founder and Chief Executive Officer of the Company's various affiliated companies.

Robert C. Rosenfeld, Executive Vice President of Legal, since the inception of the Company. From November 1974, to the present, he has been a licensed attorney in Ohio.



Christopher Fredrickson, Click IT Connect

Christopher Fredrickson has been the Operations Manager of the Company Store from January 2015, to the present. Click IT Connect Corp, is our prototype Store on which the Franchised Business described in this FDD, is based on. From August 2004 to September 2009, Mr. Fredrickson was the Owner of Ragonak, LLC, Garrettsville, Ohio, a computer/IT services company.

Travon Brock has been the Technical Service Manager of Click IT Connect Corp. from October 2016 to the present. From November 2011 to September 2015, he worked for McDonalds as a trainer and Technician, Garrettsville, Ohio. He has recently returned back to school and is training the be a Certified Microsoft Systems Administrator (MCSA).


Derek, Tray and Shelley

Derek Haffey has been a Senior Network Engineer of the Company Store, Click IT Connect Corp., on a permeant and part-time basis, since July 2016. From July 2017 to January 2018 where he was a Senior Engineer at Starfish Computer Corporation. From October 2016 to July 2017, Mr. Haffey was the Senior Network Engineer at Click IT, Chagrin Falls, Ohio. From November 2015 to October 2016, he was the Server Infrastructure Engineer at General Electric (CompuCom), East Cleveland, Ohio.

Shelley Varga has been the Bookkeeper of the Company since its inception. From July 2017 to the present, she has been the Bookkeeper at Click IT Connect Corp. From August 2014 to June 2017, she was the Payroll Coordinator at Jo-Ann Fabric and Craft Stores, Hudson, Ohio. We also have recently retained an accountant, Kevin Vinicki.

Additionally, three techs currently work at Click IT Connect Corp. on a full or part-time basis. Their names are Jason Stokes, Matthew Holms and Matt Lee. There have been other techs over the years since 2012 who have worked (and may work again in the future) for Click IT Connect Corp. from time-to-time, as the work assignments require.

Item 3

LITIGATION

There is no litigation that must be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this item.

Item 5

INITIAL FEES

Initial Franchise Fees

You must pay an Initial Franchise Fee of $39,996 less any qualified discounts (see Schedule L), upon execution of the Franchise Agreement and approval of you by us. This payment must be tendered by Certified Check or electronic funds transfer at the time the Franchise Agreement is signed and is non-refundable.

The Initial Franchise Fee covers training for up to 2 people. You are responsible for your transportation, hotel and living expenses while attending the training which will be conducted at our headquarters in Chagrin Falls, Ohio.

In the event that you are not able to locate a suitable site and secure a Lease Agreement that we have approved within 90 days after execution of the Franchise Agreement, then we have the right to terminate the Franchise Agreement and keep the Franchise Fee as liquidated damages, not as a penalty.

You may purchase additional Click IT Franchises for the Initial Franchise Fee of $39,996 each. Click IT offers a discount when you purchase multiple franchises at once. See EXHIBIT L. You must obtain our prior written approval, and sign a new, then current Franchise Agreement for an additional Click IT Franchise. You must change the term of any pre-existing Franchise Agreements to be co-terminus with your new Franchise Agreement for the additional Click IT franchise. In order to purchase additional franchises, you must not be in default of your existing Franchise Agreement.

If you are converting your independent information technology business into a Click IT franchise, your Initial Franchise Fee is $39,996, and you must sign the Addendum in Exhibit "F."

You must open the Click IT Store within 180 days after signing the Franchise Agreement. In the event that you do not open your Click IT Store within such 180 days after signing the Franchise Agreement, we can terminate the Agreement and keep the entire Franchise Fee as liquidated damages, not as a penalty.

We do not give refunds under any circumstances.

The Initial Franchise Fee is fully earned and non-refundable. There is no financing available from us for the payment of the Initial Franchise Fee. The Initial Franchise Fee is based on a series of considerations set forth in the *Schedule to the Initial Franchise Fee*, Exhibit L.

Payment for Goods and Services

You are not required to purchase from us or one of our affiliated companies, prior to opening your Click IT Store, any products or services. However. you must purchase all inventory, equipment and supplies from vendors who meet our specifications and standards. See the Manual for details.

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OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Service Fee	6% of the Weekly Gross Revenues	Payable by Tuesday of the following week	See Note 1 below
Local Marketing Expenditures	2% of Monthly Gross Revenues, or $1,000, whichever is greater	Verification must be sent to us at start of each calendar quarter	See Note 2 below
Brand Marketing Fund	1% of Monthly Gross Revenues	By the 15th of the following month	See Note 3 below
Late Payment	$100 per incident plus 18% interest per month	When payment is overdue	See Note 4 below
Additional Training, Assistance & Refresher Training	Reasonable per diem amount to be charged by us	Before Additional Training, Assistance or Refresher Training Begins	See Note 5 below
Renewal Fee	10% of then-current Initial Franchise Fee	Upon signing new Franchise Agreement	See Note 6 below
Transfer Fee	50% of then-current Initial Franchise Fee	Before transfer is effective	See Note 7 below
Attorneys' Fees and Costs	Actual fees and costs	After adjudication of legal matter	See Note 8 below
Supplier Approval	Actual costs of supplier approval	Upon receipt of bill	See Note 9 below
Audit Costs	Actual costs of audit plus interest on amount of overdue monies	Upon receipt of bill	See Note 10 below
Software Updates	Actual costs of updated software programs and training (if applicable)	Upon receipt of bill	See Note 11 below

Relocation Expenses	Actual costs of relocation	Upon receipt of bill	See Note 12 below
Indemnification Fees	Actual costs of indemnification	Upon receipt of bill	See Note 13 below

FOOTNOTES TO ITEM 6

Note 1 Service Fee

You must pay to us a Service Fee equal to 6% of the Click IT Store's Weekly Gross Revenues. All Service Fees are payable on Tuesday of each week beginning the second week of your Click IT Store operations.

You will be required to execute the forms and complete the reasonable procedures we have established for a bank draft arrangement whereby we will be able to present a draft for the Service Fee to the bank or other financial institution used by us. You must have enough funds in your account for the bank draft to be honored by your bank or other financial institution and agree to advise us in advance of any change in your bank, financial institution or account. We will submit bank drafts only for the correct Service Fee as noted in your Franchise Agreement (See Attachment F to the Franchise Agreement for the form of Bank Draft Authorization to be executed by you). Service Fees are uniformly imposed by us throughout the System and the Service Fees are not refundable. See the Manual for more details.

The term "Gross Revenues" means the amount of all receipts for the sale of any products or services at the Click IT Store and income of every other kind and nature related to the Click IT Store, whether for products or services, cash, exchange, or credit, regardless of collection in a case of credit, less any refunds; provided, however, that "Gross Revenues" shall not include any sales taxes or other taxes collected by you for transmittal to the appropriate taxing authority.

Note2 Local Marketing Expenditures

You must spend monthly, as a minimum, 2% of your Click IT Store's Gross Revenues for local marketing purposes or $1,000, whichever is greater. These funds are typically paid to marketing media and vendors. We will provide a recommended list of marketing avenues for your store in your area. You must send to us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes, according to the procedures described more fully in the Manual.

Once created in your area, you will also be required to join and participate in Click IT Franchise Cooperative ("Co-op"), which is an association of all franchise owners whose Click IT Stores are located within your Area of Dominant Influence ("ADI"). An ADI is a geographic market designation that defines a broadcast media market, consisting of all counties in which the home market stations receive a preponderance of viewing. One function of the Co-op is to establish a local marketing pool, of which the funds must be used for Click IT advertising only and for the mutual benefit of each Co-op member. You must contribute to the pool in accordance with the rules and regulations of the Co-op as determined by its members. Fifty percent (50%) of local marketing payments can be met by contributions to the marketing Co-op, and therefore toward the minimum local marketing requirement.

Classified directory advertisements must list all other Click ITs operating within the distribution area of the classified directories. The cost of such advertisements is required to be reasonably apportioned among all Click ITs listed therein. The costs incurred in such telephone directory advertising may be considered as part of the minimum local marketing amount.

Note 3 Brand Marketing Fund

We have the right to create a Brand Marketing Fund ("Brand Fund") and to require a monthly contribution to the Brand Fund in an amount equal to one percent (1%) of your Click IT Store's monthly Gross Revenues. There is no current obligation to make contributions to the Brand Fund. Thirty (30) days prior written notice will be provided before activating the Brand Fund. When activated, payments must be made directly to the Brand Fund or to us, as we may determine, by the 15th day of the following month.

Note 4 Late Payment

If you fail to pay your Service Fee or for inventory or supplies purchased from us or one of our affiliated companies (if applicable), then you are subject to a late fee of $100 per incident plus 18% interest per month of the unpaid balance. However, if during a 12-month period, you are late with your payments to us or our affiliated company by more than five days on three or more occasions then all of your future purchases from us or our affiliated company must be paid on a Cash-On Delivery basis.

Note 5 Additional Training, Assistance and Refresher Training

We will provide initial training for you and your designated representative for no extra charge. We permit franchise owners to send additional persons to the initial training class on a space-available basis and may charge a fee, to be based upon a daily per diem charge as outlined in our Manual, and the costs involved in such training. We also reserve the right to charge per diem charges for other training courses. As of the date of this Disclosure Document, the daily per diem charge ranges from $300 to $600, depending upon our personnel involved in such training. You are also responsible for all out-of-pocket expenses (including travel and lodging costs, if any) involved in such additional training, assistance or refresher training.

Note 6 Renewal Fee

If you renew your Franchise Agreement, then we will charge a renewal fee of 10% of the then-current Initial Franchise Fee. There are other conditions for renewal (See Item 17 in this Disclosure Document).

Note 7 Transfer Fee

If you desire to transfer or assign your Franchised Territory to another person or entity, then we will charge you a transfer fee of 50% of the then-current Initial Franchise Fee charged by us in the then-current Franchise Agreement. There are other conditions for transfer or assignment (See Item 17 in this Disclosure Document).

Note 8 Attorneys' Fees and Costs

The prevailing party in any legal proceeding between you and us will have its attorneys' fees and costs paid by the other party in such legal proceedings.

Note 9 Supplier Approval

We reserve the right to charge you a fee for reviewing a proposed supplier's goods or services which may be used in connection with your Click IT Store. If we determine that it is necessary to inspect the supplier's facilities or financial statements or conduct tests of such proposed goods or services, then we will require you or the supplier to pay our actual costs incurred for such inspection and testing (See the Manual for more details).

Note 10 Audit Costs

If we audit your Click IT Store and find that you have under-reported Gross Revenues by 5% or more, or the audit is caused by your failure to provide certain supporting records etc. to us, then you will be required to pay a late fee and the costs of the audit. You will also be required to pay interest on past-due amounts (See Note 4 above).

Note 11 Software Updates

You must purchase all updates for your software programs, as sent to you by the software provider(s). We will also send software updates, as we deem necessary, for other materials that we have prepared for your benefit. Typically, these funds are paid to your software vendor(s) and POS System vendor(s).

Note 12 Relocation Expenses

If you wish to relocate your Click IT Store, then you must obtain our prior written permission. You will be responsible for all costs involved in any such relocation.

Note 13 Indemnification Fees

Under the Franchise Agreement, you are solely obligated for and must indemnify and hold us harmless from all losses, damages, claims and expenses arising in connection with any of the matters set forth in the Section entitled "Indemnification" of the Franchise Agreement.

All expenditures in Item 6 are non-refundable and are uniformly imposed.

Item 7

YOUR ESTIMATED INITIAL INVESTMENT

The figures provided in this document are based on the costs incurred by the Click IT Store owned and operated by Click IT Connect Corp., our corporate store *on Main Street* in the *Village of Chagrin Falls, Ohio*, at the eastern edge of the *Cleveland* metropolitan area.

Type of Expenditure		$ Amount 1	$ Amount 2	When Due	Method of Payment	To Whom Payment Is to be Made
Initials Franchise Fee (Note 1)		39,996.00	39,996.00	Due on signing of Franchise Agreement	As Arranged	Motherboard, Inc.
Initial Rent and Deposit (Note 2)		1,000.00	3,600.00	As Arranged	As Arranged	Landlord
Initial Inventory & Supplies (Note 3)		1,500.00	2,500.00	As Arranged	As Arranged	Vendors
Leasehold Improvements (Note 4)		-	9,000.00	As Arranged	As Arranged	Contractors
Signage (Note 5)		2,970.00	6,500.00	As Arranged	As Arranged	Vendors
Furniture, Fixtures & Décor Items (Note 6)		2,500.00	8,304.00	As Arranged	As Arranged	Vendors
Equipment Package (Note 7)		2,500.00	3,500.00	As Arranged	As Arranged	Vendors
Initial Marketing Campaign (Note 8)		2,500.00	10,000.00	As Arranged	As Arranged	Vendors
Pre-Opening Salaries (Note 9)		5,500.00	14,000.00	As Arranged	As Arranged	Employees
Alarm and Security Equipment (Note 10)		200.00	1,000.00	As Arranged	As Arranged	Vendors
Travel for Initial Training for Franchise Owner		1,000.00	2,500.00	As Arranged	As Arranged	Vendors

Employees (Note 11)						
Travel and Salary Reimbursement for Initial Training for Franchisor Employees (Note 12)		1,000.00	5,000.00	As Arranged	As Arranged	Vendors
Start-Up Cleaning Supplies (Note 13)		250.00	750.00	As Arranged	As Arranged	Vendors
Insurance Deposits (Note 14)		600.00	2,500.00	As Arranged	As Arranged	Insurance Carrier
Permits, Licenses & Fees (Note 15)		150.00	500.00	As Arranged	As Arranged	Government Agencies
Utility Deposits (Note 16)		-	500.00	As Arranged	As Arranged	Utility Company
Legal & Accounting Fees (Note 17)		600.00	2,500.00	As Arranged	As Arranged	Attorney & Accountant
POS and Computer Hardware/Softwar e (Note 19)		1,320.00	4,000.00	As Arranged	As Arranged	Vendors
Office Equipment, Furniture & Supplies (Note 20)		1,749.00	3,000.00	As Arranged	As Arranged	Vendors
Telephone System (Note 21)		225.00	500.00	As Arranged	As Arranged	Vendors
Printing (Note 22)		100.00	200.00	As Arranged	As Arranged	Vendors
Audio/Visual (Note 23)		1,800.00	2,500.00	As Arranged	As Arranged	Vendors
Uniforms & Logo Items (Note 24)		500.00	750.00	As Arranged	As Arranged	Vendors
Service Fees (Note 25)	6% of Weekly Gross Revenues			Weekly	By Bank Draft	Motherboard, Inc.

Local Marketing Expenditures (Note 26)	2% of Monthly Gross Revenues or whichever Is greater	1,000.00	2,000.00	Monthly	As Arranged	Vendors
Additional Funds for at Least 3 Months (Note 27)		20,000.00	50,000.00	As Arranged	As Arranged	Vendors
	Range:	$88,960.00	$175,600.00			

The total Initial Investment is $ 88,960 to $175,600 includes the Initial Franchise Fee of $39,996 for a franchise and Additional Funds of $20,000 to $50,000 for anticipated working capital. Because the Service Fees and Local Marketing Expenditures costs are based on Gross Revenues, the dollar amounts will vary from Click IT Store to Click IT Store. Therefore, the Service Fees and Local Marketing Expenditures are not Included in the Total Initial Investment. All expenditures in Item 7 are non-refundable.

Note 1 Initial Franchise Fee

All franchise owners pay an Initial Franchise Fee of $39,996 before any qualified discounts. This payment must be tendered by Certified Check or electronic funds transfer at the time the Franchise Agreement is signed. In the event that you are not able to locate a suitable site and secure a Lease Agreement that we have approved within 90 days after execution of the Franchise Agreement, then we have the right to terminate the Franchise Agreement and keep the first installment of the Initial Franchise Fee as liquidated damages, not as a penalty. You must open the Click IT Store within 180 days after signing the Franchise Agreement. In the event that you do not open your Click IT Store within such 180 days after signing the Franchise Agreement, we can terminate the Agreement and keep the entire Initial Franchise Fee as liquidated damages, not as a penalty. We do not give refunds under any circumstances. The Initial Franchise Fee is fully earned and non-refundable. There is no financing available from us for the payment of the Initial Franchise Fee. The Initial Franchise Fee is based on a series of considerations set forth in the *Schedule to the Initial Franchise Fee*, Exhibit L.

Note 2 Initial Rent and Deposit

The rent for your Click IT Store Location can vary substantially per location. The initial start-up expenses are estimated to be the first month's rent and a security deposit equal to another month's rent, both paid in advance. These estimates do not include common area maintenance fees (CAM). The approximate size of the space needed for the Click IT Store is estimated to be a minimum of 750 square feet to 1,250 square feet. However, this will vary by location. We estimate that the Initial Rent and Deposit will be based on a rent of $15 to $35 per square foot, or an amount of $937.50 to $3,645.83 per month. Rent for a prime real estate location on a busy street in a facility in or close-by a centrally located or downtown area is a preferred place to open a Click IT store. We will work closely with you in helping select an ideal location for your Click IT Store, that has good traffic and will get noticed from the street.

Note 3 Initial Inventory & Supplies

You are required to purchase a limited amount of inventory and supplies in order to operate your Click IT Store. The Inventory will consist of firewalls and miscellaneous computer supplies. We estimate these costs to be $1,500 to $2,500.

Note 4 Leasehold Improvements

We estimate that the leasehold improvements will cost between $5 and $6 per square foot in order to convert an existing location into a Click IT Store. Such leasehold improvements may include such items as painting, plumbing, electrical, computer network cables, HVAC, carpentry, demolition work, interior and exterior cosmetics, etc. The floor must be hard and attractive. A wooden floor is preferred and may be a leasehold improvement at an estimated cost of between $2,500 and $4,000. A plate-glass window is necessary in the front of the store, where the inside of the store is in full view from the street. The cost of such improvements will vary from location to location, and most often can be negotiated to be incurred by the landlord when negotiating the lease. If the landlord makes all necessary leasehold improvements, it is possible the cost is included in the monthly lease amount. ln such an event, your leasehold improvement expenses would be zero. The average size of a Click IT Store will be approximately 750 to 1,200 square feet. The costs are estimated at $0 (when paid for by the landlord and included in the rent) to $9,000.

Note 5 Signage and Awning

Signage expenses will vary from location to location based upon local ordinances and standards set by the lessor. The costs include signs and a flag on the outside of the building as well as interior signs and stickers. The cost of signage is estimated to be $2,970 to $8,304. Click IT stores must have a pinstripe awning installed in front of the store hanging over the front door entrance.

Note 6 Furniture, Fixtures and Decor Items

Furniture, fixtures and decor items needed for the Click IT Store include displays, a counter, fixture holders, etc. and are estimated to be approximately$ 2,500 to $8,304.

Note 7 Equipment Package

Click IT Store equipment needed for the Click IT Store includes a computer and other related Items. These costs are estimated to be approximately $2,500 to $3,500.

Note 8 Initial Marketing Campaign

You are required to spend a minimum of $2,500 for your Initial Marketing Campaign expenses. You must spend such monies prior to and during the first 90 days of opening your Click IT Store. We encourage marketing through social media, public relations, printed ads in various media, postcards for local distribution, community sponsorship programs, etc., so don't skimp on this budget if you have the dollars available. You also should get out and meet your neighbors to tell them of your plans.

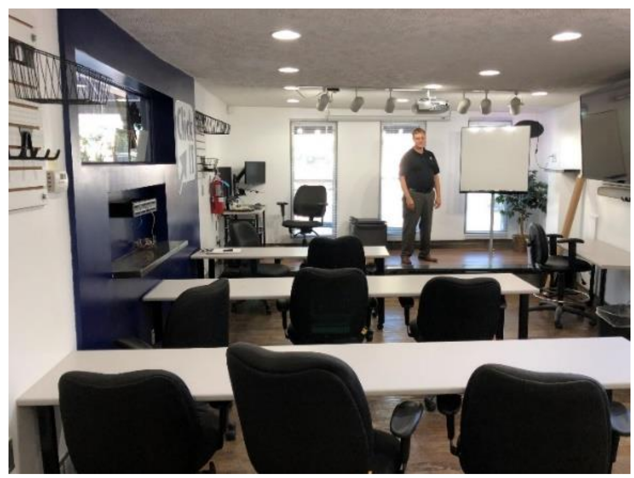
Note 9 Pre-Opening Salaries

If you yourself are the only employee when opening your Click IT store, then it is up to you what to pay yourself. We recommend at least one tech working with you in your store. Therefore, we estimate pre-opening wages to be from $5,500 to $14,000. Pre-Opening payroll consists of expenses for employees hired by you who will be trained prior to the opening of the Click IT Store.

Note 10 Alarm and Security Equipment

We estimate that your costs for your alarm and security equipment will cost $200 to $1,000. A monthly monitoring fee is also required.

Note 11 Travel for Initial Training for Franchise Owner Employees



We estimate that your expenses for travel for Initial training for you and your employees will be approximately $170 per day for you and each person required to attend training at our Headquarters, or designated training facility. This estimate includes hotel accommodations, food and other miscellaneous expenses. In addition, you may need to spend additional monies on travel expenses to and from your personal residence to our Headquarters. We estimate total out-of-pocket living expenses to be approximately $1,000 for one and $2,500 for two at slightly higher per diem expanses. This estimate does not include your traveling expenses, which can vary greatly depending on where you will be traveling from. To find out what's close by our headquarter, see https://clickitgroup.com/contact/map-of-surrounding-area/.

Note 12
Travel and Salary Reimbursement for Initial Training for Franchisor Employees

You are required to reimburse us for our travel expenses for the training we will provide for you and your employees at your Click IT Store. We estimate that these expenses will be approximately $250 per day for each person that we send to your location. This estimate Includes transportation from our Headquarters to your Click IT Store, hotel accommodations, food and other miscellaneous expenses. In addition, you are required to reimburse us for the salaries of our personnel involved in training your staff and for helping you run the Click IT Store for the first ten days of Click IT Store operations. We estimate that these total out-of-pocket expenses to be approximately $0 to $5,000.

Note 13 Start-Up Cleaning Supplies

You will need to purchase cleaning supplies for your Click IT Store, and these will consist of a vacuum cleaner, brooms, dustpans, buckets with mops, trash cans, etc. The estimated costs for cleaning supplies are estimated to be $250 to $750.

Note 14 Insurance Deposits

We estimate that your initial insurance deposit will be approximately $600 to $2,500. This will Include down payments for auto, Workers' Compensation, general liability, business Income, plate glass, personal property, Click IT Store equipment, umbrella coverages, etc.

Note 15 Permits, Licenses and Fees

The permits, licenses and fees necessary to operate the Click IT Store are estimated to be approximately $159 to $500. These estimates are based upon the conversion of an existing location. The fees typically have to do with getting permits for signage and occupancy. If there is a new building constructed for your Click IT Store, then the costs will be based on the square footage and value of the building. These costs vary from area to area.

Note 16 Utility Deposits

We estimate that your utility company deposits will be approximately $0 to $500. These Include monies needed to be deposited with the local electric, water, sewer, and telephone company. If you have established an account with a utility company in the recent past, it is possible that you may not be required to deposit any monies with such utility company.

Note 17 Legal and Accounting Fees

We estimate that your legal and accounting fees will be $600 to $2 ,500. These legal fees will be paid by you to hire an attorney to create a new form of organization for your Click IT Store (e.g. corporation, limited liability company), review the proposed Lease Agreement and Employee Handbook. In some cases, you may want to use an attorney to expedite the licensing process. You should also retain an accounting or bookkeeping firm to assist in the set up and preparation of an accounting system.

Note 18 Architectural Fees

Typically, in a space for opening your Click IT store, there will be no architectural expenses. Most of these type of spaces Click IT stores can be located, are what architects refer to a “vanilla boxes”. So the spaces already have existing build-outs and only minor changes may be necessary which require no architectural fees. If a location needs substantial layout and design services requiring an architect, we advise that you move on and pick another space.

Note 19
POS System, Computer Hardware and Software

We estimate the POS System, computer hardware and software costs will be approximately $1,320 to $4,000. You will need to purchase a computer and Intuit software as well as a desktop computer. Click IT has also developed a company store, with POS items now available online. This is an alternative to using QuickBooks POS software. See https://shop.clickitgroup.com.

Note 20
Office Equipment, Furniture, and Supplies

We estimate that your office equipment, furniture and supplies costs will be between $1,750 and $3,000. This includes items such as a high-top chair, small conference room table, desk chairs with rollers, file cabinets, shelves, and miscellaneous office supplies, etc.

Note 21 Telephone System

We estimate that your costs for a telephone system will be approximately $100 to $200. This will consist of purchasing a land line. You will also need to have a cell phone with you while operating the Click IT Store. Each key employee will need a cellphone. The manager of the Click IT Store may or may not require a phone allowance to offset the cost of using it while employed at the Franchise Owner's Store.

Note 22 Printing

We estimate that your printing costs will be $100 to $200 and includes business cards, certain marketing pieces, various forms, etc.

Note 23 Audio Visual

You will need a minimum of three Smart LED televisions at a total cost of approximately $ 1,800 to $2,500.

Note 24 Uniform and Logo Items

We estimate that your uniforms and logo Item costs will be 'split' with the employees and will cost $500 to $750 and will include polo shirts, etc.

Screens display web pages and are updated periodically

Note25 Service Fees

You must pay to us the Service Fee of 6% of your Weekly Gross Revenues and must be paid by direct debit from your bank account to us or by such other method of payment as we may adopt in the future. See Item 6 for details.

Note 26 Local Marketing Expenditures

As a minimum, you must spend monies on local marketing equivalent to 2% of the Click IT Store's Monthly Gross Revenues, or $1,000, whichever is greater. You must send to us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes.
See Item 6 for details.

Note 27 Additional Funds (Working Capital)

The estimate of additional funds is for anticipated working capital based on an Owner operated business and does not include any allowance for an Owner's salary. The estimate of $20,000 to $50,000 is for a period of at least three months. We estimate that, in general, you may expect to put additional cash into the business during at least the first three months, and sometimes longer, but we cannot estimate or promise when or whether, you will achieve a positive cash flow or profits.

Except as indicated, we do not offer direct or indirect financing to Franchise Owners for any Items. We relied on our experience and the experience of our affiliated companies in operating Click IT Store locations in compiling these estimates. You should review these figures carefully with a business advisor before making any decision to purchase this franchise opportunity.

Estimated Initial Investment

The figures and footnotes listed above in Item 7 of the Disclosure Document are estimates, and we cannot guarantee that you will not have additional expenses starting your Click IT Store. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your Initial phase of business operations. We relied on our experience in the Click IT Store business, compiling these estimates. You should review these figures carefully with a business advisor before making any decision to purchase this franchise opportunity.

Except as indicated, we do not offer direct or indirect financing to Franchise Owners for any items.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Authorized Products and Services

You must purchase certain products, supplies and equipment under specifications and standards that we periodically establish in the Franchise Agreement, Manual or other notices we send to you from time-to-time. These specifications are established to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment or services.
We may choose to negotiate purchase agreements for certain equipment or supplies. You may purchase such equipment or supplies from such designated suppliers or from any approved supplier on such terms as you negotiate. The Manual contains details relating to such purchases. At the time you open the Click IT Store, you must stock and offer the initial inventory of products, services and supplies required by us as outlined in the Manual, or otherwise in writing.

Our Click IT Corporate Store on Main Street in the Village of Chagrin Falls, Ohio, East of Cleveland.

You may offer in your Click IT Store only the products, services and brands that we have designated in the Manual, on the Click IT Group website, or otherwise in writing. You must offer all items that we designate as mandatory. We may also designate some items as optional. We may change the mandatory and optional items and other products and services in our sole discretion.

We may require that you offer certain brands and prohibit you from offering other brands. You may offer products only in the varieties, sizes and forms that we have designated. You may not use the Franchised Location for the sale or display of items not authorized by us. Within 15 days after we provide written notice to you, you must begin offering any newly authorized items and cease offering any item that is no longer authorized; however, if the discontinued item could pose a hazard to the public or prove detrimental to the system, you must cease offering or using that item immediately.

All items authorized for sale at your Click IT Store must be offered under the name that we specify. We will provide you suggested retail prices for the products and services offered at your Click IT Store and, to the extent permitted by applicable law, we may require that you adhere to our suggested prices, including maximum prices. If you have a suggestion for a new item, or for a change to an authorized item or product line, or you wish to participate in a test market program, you must notify us before you implement any such change or commence any such program. You may not add or modify any item or participate in a test market program without first obtaining our prior written approval.

Approved Suppliers

You are not required to purchase specified products nor are you required to procure equipment, inventory, signage, fixtures, furniture and decor items required for the operation of your Click IT Store from suppliers (including distributors, manufacturers and other sources) designated by us. For convenience, we make available equipment, fixtures, signage, inventory and supplies for our franchise owners on our website at https://shop.clickitgroup.com.

We maintain and update this online shop on an on-going basis, and this serves as your noticed of its availability, which may or may not be behind a login and required registration. We will furnish our standards and specifications, as well as our criteria for supplier approval, to franchise owners on request, but only on a confidential basis. All our approved supplies, products and equipment is listed in the shop on our website and modified by us from time-to-time.

Computer System

Before the commencement of operation of your Click IT Store, you must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "POS System"). You must obtain high-speed communications access for your POS System, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Click IT Store. The initial POS System must be purchased from Intuit. It is called the Intuit QuickBooks POS System. See Item 7 and the Manual for details.

We estimate the POS System and computer hardware and software costs will be approximately $3,500 to $5,000. This software can run on any computer, tablet or phone. We require all franchise owners to purchase. In addition, you will need to purchase a personal computer and a 4-in-1 office printer and software for operating the personal computer. We also require one computer or laptop and a printer for office use.

The computer system will be used by you in the Click IT Store in the following ways: a POS System for processing payments in the Click IT Store and a personal computer (desktop or laptop) for general correspondence, email, financial reports, marketing programs, a bookkeeping and accounting system, etc. We will have independent access to information or data in your computer system. See the Manual for details.

You must provide all assistance we require to bring your POS System online with our Headquarters' computer and maintain this connection as we require. We may retrieve from your POS System all information that we consider necessary, desirable or appropriate. There are no contractual limitations on our right to access information.

You must maintain your POS System and keep it in good repair. There is no contractual limit on our ability to require you to upgrade the POS System, add components to the System and replace components of the System.

We may in the future establish different sales reporting systems, as we consider appropriate for the accurate and expeditious reporting of Gross Revenues and other financial information. In such event, you must fully cooperate with us in implementing any such system at each Click IT Store and at your expense, equip the Click IT Store with such sales recording devices as we may require.

Insurance Specifications

Before you open your Click IT Store and during the term of the Franchise Agreement, you must obtain in full force and effect the necessary insurance, which must include at least the types of insurance and the minimum policy limits specified in the Manual. Each insurance policy must be written by an insurance company that meets our designated rating by the latest edition of Best's Insurance Rating Service (or another rating service designated by us). This designated rating is listed in the Manual. The insurance policy or policies must be in effect when you take possession of the Franchised Location.
The insurance policy or policies must protect you, us and our respective past, present and future officers, directors, owners, employees, servants, representatives, consultants, attorneys and agents. We and our affiliated company must be named as an additional insured in the policy or policies (statutory policies excepted). Each policy must include a waiver of subrogation in our favor. We may require additional types of coverage or increase the minimum amount of coverage upon reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Upon our request or as specified in the Manual, you must provide us with certificates of insurance evidencing the required coverage and proof of payment. The evidence of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days prior written notice to us. If you fail to obtain and maintain insurance coverage as required by the Franchise Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance, plus a reasonable fee for our services in procuring the insurance.

Marketing Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationery unless we have prepared or approved them prior to their proposed use. Further, you must not engage in any marketing of your Click IT Store unless we have previously approved the medium, content and method. You must not advertise or list your Click IT Store in any classified telephone directories (i.e. "Yellow Pages") or any online directories without our prior written permission.

Required Purchases from Us Prior to the Opening

You are not required to make any purchases directly from us or any of our affiliated companies.

Required Purchases from Us After the Opening

You are not required to make any purchases directly from us or any of our affiliated companies.

Required Purchases from Vendors other than the Company

You are required to purchase the following items from the designated supplier or current approved suppliers:

Firewalls: Click IT is the vendor because Click IT has to install the software. (See https://clickitsecure.com)

At the present time, no officer of the Franchisor owns any interest in the above-referenced vendors except Click IT Connect Corp. We reserve the right to require you to purchase additional items from designated sources in the future. We designate these requirements in the Manual. We anticipate receiving vendor management fees or rebates from certain vendors noted above.

As of the effective date of this Disclosure Document, we have not received any vendor management fees from vendors providing products and services to franchise owners. We will update this Franchise Disclosure Document following the close of our first fiscal year if additional information develops, in order to provide prospective franchise owners with information regarding any vendor management fees received by us during our first fiscal year.

Purchase Arrangements

We may from time-to-time attempt to negotiate purchase arrangements with suppliers of certain products, supplies and equipment for the benefit of franchise owners. We do not have an obligation to negotiate any such purchase arrangements for the benefit of franchise owners. To the extent we attempt to negotiate purchase arrangements with suppliers for the benefit of franchise owners, we may engage such purchasing agents or representatives as we deem appropriate to assist us in these efforts.

We reserve the right to require you to purchase additional items from designated sources in the future. We designate these requirements in the Manual.

Rebates

As noted above, we reserve the right to receive rebates or other revenues from certain vendors or suppliers in the future.

Gross Revenues

Since we have no operating history for our franchise program, we have not received any revenues from Franchise Owners with respect to the purchase of required goods and services.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

Cooperatives

We do not have any purchasing or distribution cooperatives.

Negotiated Prices

We do negotiate prices for the benefit of all Click IT Stores with certain vendors or suppliers and anticipate doing so in the future.

Material Benefits

We do not provide any material benefits to you if you buy from sources we approve.

Item 9

FRANCHISE OWNER'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND OTHER RELATED 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 in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Franchise Agreement (FA)§ I, IV, Attachment A	Item 11
b. Pre-opening purchases/leases	FA§ **V**, **XI**, Attachments C, **D**, E	Items 5, 7, **8**
c. Site Development and other pre-opening requirements	IFA § IV, V, XI	Items 7, 8, 11
d. Initial and on-going training	FA § VI, VII	Item **11**
e. Opening	FA § Xl	Item **11**
f. Fees	FA § VIII	Items 5, 6
g. Compliance with standards and policies/Operating Manual	FA § V, VII, IX, XI	terns 11, 16

h. Trademarks and proprietary information	FA § XII, XIII, Attachments G, H	Items 13, 14
i. Restrictions on products/services offered	FA § XI	Item 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Not Applicable	Not Applicable
1. On-going product/service purchases	FA§XI	Item 8
m. Maintenance, appearance and remodeling requirements	FA§XI	Not Applicable
n. Insurance	FA§XV	Items 7, 8
o. Advertising	FA§IX	Items 6, 7 and 11
p. Indemnification	FA§ XXI	Not Applicable
q. Owner's participation/management/ and staffing	FA§ XI, XVIII, Attachment G	Item 15
r. Records and reports	FA§X	Item 6
s. Inspections and audits	FA§X	ltem6
t. Transfer	FA§ XIX	Items 6, 17
u. Renewal	FA§ II	Items 6, 17
v. Post-termination obligations	FA§ XVII	Item 17
w. Non-competition covenants	FA § XVJU, Attachment I	Item 17

x. Dispute resolution	FA §XXIII	Item 17
y. Other: Guaranty of Franchise Owner's Obligations	FA§ X, Attachment B	Item 15

Item 10

FINANCING

We will not offer any direct arrangements for financing your initial investment or the operation of your Click IT Store. We are unable to estimate whether you will be able to obtain financing for all or any part of your investment and, if you are able to obtain financing, we cannot predict the terms of such financing. We do not receive any direct or indirect payments for placing financing, nor do we guarantee your obligations to third parties. However, we do encourage you to explore your options using a finance professional, such as **Benetrends**. See the information published on our website at https://clickitfranchise.com/funding-options/.

Click IT is also verified by the Franchise Registry which banks commonly use when considering a loan to verify the acceptance of Click IT as a registered franchise by the **SBA**. See https://www.franchiseregistry.com for more information.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Pre-Opening Assistance

Prior to the opening of the Click IT Store, we are obligated under the Franchise Agreement to make available to you, or assist you in obtaining, the following:

A. Designate your Territory (Franchise Agreement ["FA"], § I.
B. Standards for location and guidance in the selection of a Click IT Store Location (FA, § IV).
C. Layout and design of the Click IT Store (FA, § VII).
D. Identify the inventory, equipment, materials and supplies necessary for the Click IT Store to begin operations, including the minimum standards and specifications that must be satisfied and the possible suppliers from whom these items may be purchased or leased (including the Company and our affiliated company (FA, § XI).
E. Initial training of you and additional employees, at time and locations designated by us (FA, § VI).
F. Lists of approved items of equipment, fixtures and inventory and supplies (by brand name and/or

by standards and specifications) and lists of possible suppliers for those items (FA, § XI).

G. The use of the Click IT Confidential Operations Manual and other manuals and training aids designated by us for use in the System, as they may be revised by us from time-to-time (FA, § VII).
H. Advice and guidance in preparing to open the Click IT Store, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business, and operating the business (FA, § XI).

Post-Opening Assistance

After the opening of the Click IT Store, we are obligated under the Agreement to make available to you, or assist you in obtaining the following:

A. On-site assistance for a period after the opening of the Click IT Store (FA, §VI).
B. Access to continuing courses of training, at times and locations designated by us (FA, § VI).
C. Inspections of the Click IT Store, as we deem advisable (FA, § XI I).
D. Updated lists of approved items of equipment, fixtures, inventory and supplies (by brand name and/or by standards and specifications) and updated lists of possible suppliers for those items (FA, § VII).
E. Periodic advice and guidance through meetings, printed materials and/or other media, as we make available to all franchise owners in the System from time-to-time (FA, § VII).

Optional Assistance

Although not included in the Agreement, and although we are not required to perform such services under the Agreement, we will use our best efforts to provide the following guidance and assistance on a continuing basis to enhance the growth and performance of Click IT Franchise Program:

A. We will continue to search for more cost-efficient sources of supplies. With the strength of group purchasing, we will endeavor to purchase supplies and inventory at reduced prices.
B. We will endeavor to maintain an inventory of promotional material and sales and service Manuals, available at reasonable costs.
C. We may perform periodic quality control visits to each Click IT Store. During such visits, all operations may be inspected, and recommendations may be made to correct deficiencies, improve techniques and enhance the efficiency of each Click IT Store.
D. We may continually evolve in order to meet changing consumer demands and market conditions. Accordingly, we reserve the right to change Click IT business operations from time-to-time. You must promptly adopt such modifications at your sole expense.

You must obtain our approval before you use any advertising and promotional materials, signs, forms and stationery unless we have prepared or approved them during the 12 months prior to their proposed use. Further, you must not engage in any advertising of your Click IT Store unless we have previously approved the medium, content and method. You must not advertise or list the Click IT Store in any classified or on-line telephone directories without our prior written permission.

Marketing Plan

You must submit to us at least 30 days prior to its implementation a local advertising and marketing plan each fiscal year by which you intend to market your Click IT Store during the next 12-month period.

Brand Fund and Marketing

Initial Marketing Campaign. You must conduct initial marketing for the Franchised Click IT Store in accordance with an Initial Marketing Campaign plan that you have prepared for the period of one month prior to opening and continuing through the first 90 days after opening. Guidelines for initial marketing activities will be included in the Manual. Within 10 days after the end of the period in which you conduct this initial marketing, you must submit appropriate documentation to verify compliance with this obligation.

Marketing Obligations

You must make monthly payments to various vendors to be used for marketing purposes in the amount set forth in the Franchise Agreement. You will pay that portion of the marketing obligation as we direct to the Brand Fund ("Brand Fund Contribution") as described below. The remainder of the marketing obligation must be spent by you for Local Marketing Purposes.

Brand Fund. You must send to us a monthly payment of 1% of your Click IT Store's Gross Revenues as your Brand Fund Contribution. We may use Brand Fund Contributions and any earnings of the Brand Fund for any costs associated with Contributions and any earnings of the Brand Fund for any costs associated with advertising, marketing, public relations, promotional programs and materials (which may be national, regional or local in scope), and/or any other activities that we believe would benefit the System, including the following: social media such as Facebook, Twitter and others; advertising campaigns in various media; point-of-purchase materials; review of locally-produced ads; free standing inserts or brochures; purchasing and/or developing promotional materials; market research, including sponsorships; design and maintenance of a website; celebrity endorsements; trade shows; association dues; search engine optimization costs; establishment of a third party facility for customizing local advertising; accounting costs; and holding an annual franchise convention. We will not use the Brand Fund for any activity whose sole purpose is the marketing of franchises; however, you acknowledge that Click IT website, public relations activities, community involvement activities, and other activities that maybe supported by the Brand Fund may contain information about franchising opportunities.

We have the right to direct all programs supported by the Brand Fund, with final discretion over creative concepts, the materials and media used in the programs, and their placement. We will develop, and may work with an advertising agency to develop, advertising for print, radio, and television. We do not guarantee that you will benefit from the Brand Fund in proportion to your contributions to the Brand Fund.

We will not use any contributions to the Brand Fund to defray any of our general operating expenses, except for reasonable administrative costs and overhead that we incur in activities reasonably related to the administration of the Brand Fund or the management of Brand Fund-supported programs (including salaries of our personnel who devote time to Brand Fund activities). We will separately account for the Brand Fund and segregate

Any point-of-sale materials produced with Brand Fund monies will be made available to you at a reasonable cost, and the proceeds of such sales will be credited to the Brand Fund.

We are not required to have an independent audit of the Brand Fund completed. We will make available an unaudited statement of contributions and expenditures for the Brand Fund no sooner than 90 days after the close of our fiscal year to Franchise Owners who make a written request for a copy. Because this is our initial franchise offering, we have no historical information on the operation of the Brand Fund. Beginning on the date that the first franchised Click IT opens for business, Click IT owned by us or our affiliates will contribute to the Brand Fund on the same basis as comparable franchise owners. If we reduce the Brand Fund contribution for franchise owners, we will have the right to reduce by the same amount the required contribution for Click IT operated by us or our affiliates.

With respect to the Brand Fund, while we may spend in any fiscal year an amount greater or less than the aggregate contribution of Click IT to the applicable Fund, generally, we believe that we will spend all marketing payments during the taxable year in which the contribution and earnings are received. If we do not spend the marketing payments in one year, we will likely spend them in the following year.

Local Marketing Expenditures. You must spend monthly, as a minimum, 2% of your Click IT Store's Gross Revenues, or $1,000, whichever is greater, for local marketing purposes. These funds are typically paid to marketing media and vendors. You must send to us, on a quarterly basis, evidence that you have paid such monies for local marketing purposes, according to the procedures described more fully in the Manual. Once created, you are also required to join and participate in Click IT Franchise Cooperative ("Co-op"), which is an association of all franchise owners whose Click IT Stores are located within your Area of Dominant Influence ("ADI"). An ADI is a geographic market designation that defines a broadcast media market, consisting of all counties in which the home market stations receive a preponderance of viewing. One function of the Co-op is to establish a local marketing pool, of which the funds must be used for Click IT marketing only and for the mutual benefit of each Co-op member. You must contribute to the Co-op in accordance with the rules and regulations of the Co-op, as determined by its members. One hundred percent (100%) of local marketing payments can be met by contributions to the marketing Co-op, and therefore toward the minimum local marketing requirement. Classified directory advertisements must list all other Click IT operating within the distribution area of the classified directories. The cost of such advertisements is required to be reasonably apportioned among all Click IT locations listed therein. The costs incurred in such telephone directory advertising may be considered as part of the minimum local marketing amount.

You must conduct all marketing in a dignified manner and in accordance with the standards and requirements we specify periodically. We may provide to you a marketing manual which may have guidelines for creating a marketing plan, scripts, and branding tools. You may be required to pay a reasonable fee for accessing and customizing local marketing and promotional materials. All marketing and promotional materials must bear the Proprietary Marks in the form, color, location, and manner that we prescribe. We will have the final decision on all creative development of marketing and promotional messages. You agree that we own all marketing and promotional materials developed by you, and you will take all actions that we specify to vest ownership in us.

You must submit to us in writing for our prior acceptance all sales promotion materials and advertising that have not been prepared, or previously accepted by us and identify the media in which you propose to place the marketing. If our written consent to the material and its proposed placement is not received within 10 days after the date that we received the material, the material may not be used. In no event will your advertising or marketing materials contain any statement or material that, in our sole discretion, may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; (d) inconsistent with the public image of the System or the Proprietary Marks; or (e) not in accordance with any federal or state law. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

Web Pages. We have a very effective method we use to help search engine results favor local franchise stores by their location. Corporate will manages all aspects of the Company's websites, including the franchisee websites. (To view all Click IT current websites, go to https://clickitgroup.com/divisions/). Franchisee's websites are created independently, based on the main websites, yet with an emphasis on their unique locations, which are sub-domains of Click IT's main domains. For instance, the sub-domain Oshkosh.clickitcomputer.com is an independent website from the main company website found on the domain Clickitcomputer.com. The main purpose of structuring the franchisee's websites this way is so that the franchise location's pages are optimized for each unique location, resulting in a very favorable search engine position for each location.

You may not promote, offer, or sell any products or services relating to the Franchised Click IT Store through, or use any of the Proprietary Marks on the Internet, social networks or other future technological avenues without our prior written consent, which we may withhold for any reason. You may not establish an independent web site. If we authorize you to have and/or design a web page for the Franchised Click IT Store, your web page may only be accessed from our website, and we may prohibit links between your web page and any other website. Your web page constitutes advertising and promotion, and you must comply with the restrictions on marketing described above and any additional policies and standards we issue from time-to-time with respect to websites and web pages specifically. Any copyright in your web page will be deemed to be owned by us, and you agree to sign any documents that we reasonably deem necessary to affirm our ownership of the copyright. You must have or obtain the lawful right to use any proprietary materials of others that appear on your web page. We periodically may provide to you content for your web page, including copy, news stories and photographs. We must consent to any changes to your web page.

Public and Media Relations. You may not issue any press or other media releases or other communications without our prior written consent. As a Franchise Owner of the System, you may only participate in internal and external communications activities that create goodwill, enhance our public image, and build Click IT brand.

The Company's Confidential Operations Manual

Upon request, we will permit you to view the Manual at our Headquarters before you purchase the Click

IT Store. To protect the confidentiality of the Manual, we will require you to execute a Confidentiality Agreement prior to your viewing the contents of the Manual (See Exhibit J of this Disclosure Document). The Click IT Manual will be managed and maintained online, inside a web portal. You will be given a username and password to access it on an on-going basis. Printing cost, if hard copies are desired, will be incurred by the franchise owner.

Greeting Customer at Click IT's Corporate Store 16 S. Main Street in the Village of Chagrin Falls, East of Cleveland.

Approval of Click IT Store

You must occupy a retail Click IT location, approved by us according to our minimum standards and specifications, within a specified site selection area under a lease agreement with a landlord. You must, prior to execution of the lease, submit the lease to us for our written approval. Our approval of the lease may be conditioned upon various factors relating to the market area in which your customers may be derived. Some of the factors we will analyze in approving such market area include the general location and neighborhood, population and demographics, distance to other franchises, competition in the market area, traffic counts and patterns, access to the proposed Location, sign ordinances, proximity to major roads and residential areas, parking facilities, costs of leasehold improvements and closeness to business districts. We will respond within a reasonable period of time, either accepting or rejecting (with reasons) the proposed Location. See the Manual for details relating to site selection criteria and procedures.

Our approval of the lease agreement will also be conditioned upon your obtaining the landlord's execution and delivery of the Rider to Lease Agreement (Attachment "C" to the Franchise Agreement), the Collateral Assignment of Lease (Attachment "D" to the Franchise Agreement), and the Subordination, Non-Disturbance and Attornment Agreement (Attachment "E" to the Franchise Agreement). In our review of the form of your proposed lease, we confirm that it contains the following minimum terms: (i) a term of not less than five (5) years, and (ii) the landlord's execution and delivery of the Rider to Lease Agreement, the Collateral Assignment of Lease, and the Subordination, Non-Disturbance and Attornment Agreement.
At the time you open your Click IT, you must stock and display the initial inventory of products. services and supplies required by us as outlined in the Manual or otherwise in writing. After the opening of your Franchised Business, you must stock and maintain all types of approved products and services in quantities enough to meet reasonably anticipated customer demands.

Time to Opening

The typical length of time between signing the Agreement and the opening of your Click IT Store is estimated to be three to four months. Factors that will affect the length of time it takes you to open your Click IT Store include your ability to obtain a lease, financing, permits, compliance with local ordinances and restrictions, availability of signs and equipment, construction or leasehold improvements and completion of required training.

You must open the Click IT Store within 180 days after signing the Agreement. If you do not open your Click IT Store within the time period noted above, then we can terminate the Agreement and keep the entire Initial Franchise Fee as liquidated damages, not as a penalty (See Item 5 for details).

Computer Requirements and Point of Sale System

Before the commencement of operation of your Click IT, you must purchase the required computer hardware, software, Internet connections and service, required dedicated telephone and power lines and other computer-related accessories, peripherals and equipment (the "POS System"). We estimate the POS System costs will be $3,500 to $5,000, which includes the costs of the computers. You must obtain high-speed communications access for your POS System, such as broadband, DSL or other high-speed capacity. You must also maintain a functioning e-mail address for your Click IT Store.
The initial POS System must be purchased from Intuit, the maker of the software, QuickBooks. See Item 7 and the Manual for details.

You will also need a personal computer compatible with the software required to operate your Click IT Store. This PC should have a fast operating system in order to effectively operate your Click IT Store. In addition, you will need to purchase a 4- in-1 office printer that will allow you to copy, fax, print and scan and must be compatible with your computer and required software. You will also be required to purchase software to operate the Click IT Store, including Microsoft Office, QuickBooks online and antivirus software and other programs that we may designate in the Manual or online.

The computer system will be used by you in the Click IT Store in the following ways: a POS System for operating the electronic cash registers in the Click IT Store and a personal computer (desktop or laptop) for general correspondence, email, financial reports, marketing programs, a bookkeeping and accounting system, etc. We will have independent access to information or data in your computer system. See the Manual for details.

We may retrieve from your Computer System all information that we consider necessary, desirable or appropriate. There are no contractual limitations on our right to access information. We will have access to your Computer System and you cannot block us out of the software.

You must maintain your POS System and keep it in good repair. There is no contractual limit on our ability to require you to upgrade the POS System, add components to the System and replace components of the System. Although we estimate your annual costs of maintenance and repair of your POS System to be approximately $1,000 through a Maintenance Contract with the computer vendor, there may be other factors that will affect your annual costs of maintenance and repair. Some of these factors may include your repair history, local costs of computer maintenance services in your Territory and technological advances which we cannot predict at this time.

We may in the future establish different sales reporting systems, as we consider appropriate for the accurate and expeditious reporting of Gross Revenues and other financial information. In such event, you must fully cooperate with us in implementing any such system at each Click IT Store and at your expense, equip the Click IT Store with such sales recording devices as we may require.

Training Program

Our initial franchise management training program is available to all franchise owners and up to two persons or other persons we agree upon prior to the start of training. Before opening for business, you must attend and complete the initial franchise management training program to our satisfaction.

Click IT's Pre-Opening training consists of three phases lasting a total of 40 hours, 20 hours in the classroom and 20 hours of on-the-job training. Training will take place at Click IT's headquarters.

The entire three-phase training program uses an online calendar to schedule our franchisees' participation at https://events.clickitcomputer.com.

All training must be completed one week prior to the opening of your Click IT Store.

Click IT provide our initial training at no additional charge to our franchise owners and up to two additional personnel associated with the franchise. It is recommended that the principal(s) in addition to employee(s) of the franchise store attend and satisfactorily complete all the initial training.

We do not maintain a formal training staff. Training will be provided under the direction of Albert L. Harlow, Jr., our President, and other persons as needed, whose backgrounds are described in Item 2 of this Disclosure Document. Mr. Harlow has over 20 years of industry experience. Employees of the Company and other existing franchise owners may also participate in providing training to new franchise owners and their employees.

Because we plan to train multiple franchise owners at once, our schedule of dates of our training will be difficult to change to accommodate everyone's needs. We have room for group training of up to 10 people in our training facility at our corporate store in Chagrin Falls. As of the date of this Disclosure Document, below is an outline of the training program.

You must be present physically throughout your training at Click IT's headquarters location in Chagrin Falls, or as otherwise designated. Accommodations can be found by visiting https://clickitgroup.com/contact/map-of-surrounding-area/, where you will find coupons to help you plan your stay with us here in Chagrin Falls.

PHASE ONE TRAINING

8 HOURS OF CLASSROOM

SUBJECT	PHASE/DAY	CLASS ROOM HOURS	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction to Store	PHASE ONE	2	0	Headquarters, Chagrin Falls, Ohio
Site Selection Process • Introduction • Site Selection Criteria • Site Acceptance Request Form (SAR) • Beginning the Search • Site Selection Checklist	PHASE ONE	3	0	Headquarters, Chagrin Falls, Ohio
Pre-Opening Promotion, Marketing and Advertising	PHASE ONE	1	0	Headquarters, Chagrin Falls, Ohio
Business Systems	PHASE ONE	1	0	Headquarters, Chagrin Falls, Ohio
Managing A Successful Crew	PHASE ONE	1	0	Headquarters, Chagrin Falls, Ohio
Total Hours		8	0	

PHASE TWO TRAINING

8 HOURS OF CLASSROOM AND 8 HOURS OF ON-THE-JOB TRAINING

SUBJECT	PHASE/DAY	CLASS ROOM HOURS	HOURS OF ON-THE-JOB TRAINING	LOCATION
General Business	PHASE TWO	.5	.5	Corporate Store, Chagrin Falls, Ohio
Products & Services	PHASE TWO	.5	.5	Corporate Store, Chagrin Falls, Ohio
POS, Financing & Bookkeeping	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Customer Service	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Software & Technology	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Knowing PCs & Common Issues	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Daily Operations AM	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Daily Operations PM	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio

Managing & Leading Your Crew	PHASE TWO	1	1	Corporate Store, Chagrin Falls, Ohio
Total Hours		8	8	

PHASE THREE TRAINING

4 CLASSROOM AND 12 HOURS OF ON-THE-JOB TRAINING

SUBJECT	PHASE/DAY	CLASS ROOM HOURS	HOURS OF ON-THE-JOB TRAINING	LOCATION
General Recap	PHASE THREE	1	0	Corporate Store, Chagrin Falls, Ohio
Marketing, promotion and Advertising	PHASE THREE	1	0	Corporate Store, Chagrin Falls, Ohio
Building Your Crew	PHASE THREE	1	0	Corporate Store, Chagrin Falls, Ohio
Software & Technology	PHASE THREE	1	0	Corporate Store, Chagrin Falls, Ohio
Crew Shadow	PHASE THREE	0	12	Corporate Store, Chagrin Falls, Ohio
Total Hours		4	12	

	Totals	20	20	40

Grand Total of Training: 20 hours of Classroom and 20 hours of On-the-Job.

Click IT's Pre-Opening training consists of three phases lasting a total of 40 hours, 20 hours in the classroom and 20 hours of on the job training. All training will take place at Click IT's Company Store and Headquarters, or will be announced. For an up-to-date schedule, see https://events.clickitcomputer.com/.

During Phase Three of training, we will work with your staff and monitor your progress, assisting with your grand opening plans and answering any further questions you or your crew may have during the on-the-job training. Our trainers will visit your location five days prior to opening and assist if any further training is needed. (Note: We want you to have a successful opening of your Click IT store and will assist at this time as much as possible, but any new employees who have not gone through our training program are entirely your responsibility.) We may also at our option stay two days after your opening for continued on-the-job training.

We also may offer additional or refresher training courses from time-to-time. Some of these courses may be mandatory, and some may be optional. These courses will be conducted at our Headquarters and may be broadcasted online.

You and/or your employees will be responsible for all out-of-pocket expenses in connection with all training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits. We reserve the right to impose reasonable charges for training classes and materials in connection with such training courses. We will notify you of any additional charges before you or your employees enroll in a course.

Accommodations can be found by visiting https://clickitgroup.com/contact/map-of-surrounding-area/ where you will find coupons and information about our area.

All classes are scheduled online or by advance written notice to all franchise owners. Our class cancellation policies will be included in the written notice of class schedules, which you will find at https://events.clickitcomputer.com/.

The instruction materials for our training programs may include computer-based training, handouts, the Manual, tests that we may require you to take and other information that we deem important.

We will be sending to you on a periodic basis Operations Representatives to continue training you and your staff and to help you operate your Store as profitably as possible.

It is your responsibility to ensure that all subsequent managers and employees be trained in our systems and procedures and that our systems and procedures are utilized at your Store. We may audit your Store at any time to ensure compliance with our systems and procedures.

You and/or your employees will be responsible for all out-of-pocket expenses in connection with all training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits. We reserve the right to impose reasonable charges for training classes and materials in connection with such training courses. We will notify you of any additional charges before you or your employees enroll in a course.

Item 12

TERRITORY

The Franchise Agreement grants you the right to operate Click IT only at the approved Location. You must lease a Location, subject to our approval.

You may not relocate the Click IT Store or establish additional outlets without our prior written approval. We will grant approval if you are in compliance with the Franchise Agreement, you have paid all money owed to us, the proposed location meets our site selection criteria and you comply with the lease requirements in the Franchise Agreement. We may, if we wish, inspect your proposed new location. You must pay to us our costs due to your relocation.

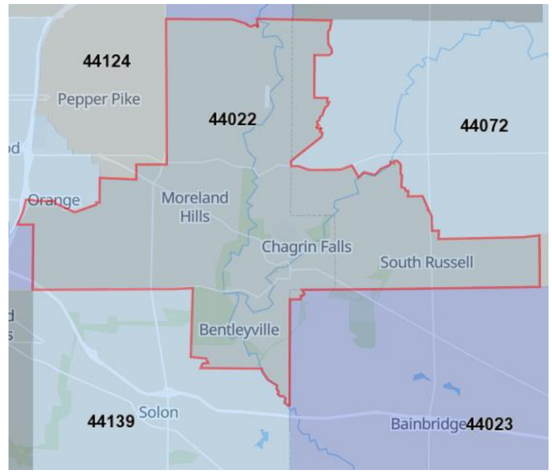
1. **You Will Receive a Protected Territory:** A Protected Territory shall encompass at least one (1) ZIP CODE™ geographic area. Your Protected Territory will have a population of at least 50,000 residents and a minimum of 2,000 businesses within a 5-mile radius distance from your location, as provided by the most recent census (https://www.census.gov/). Both the minimum number of residents and businesses must be met when establishing an exclusive territory.

   To establish an exclusive territory, we will use census tracks to segregate the selected area. census tracks never change as do zip codes. Also, zip codes don't necessarily follow traffic patterns. So we will select census tracks according to traffic patterns surrounding a store location, until the population reaches the minimum number of 50,000 residents and 2,000 businesses (as according to the latest census data taken of that area). Until both these criteria are met, the territory will be expanded. As mentioned, road systems and traffic patterns will be very important when considering which census tracks to select. Motherboard reserves the right to select these census tracks but of course will take into consideration the franchise owner's suggestions and preferences.

   As an example of the Protected Territory selection process, the Corporate Click IT Store for instance operates in the center of Chagrin Falls, Ohio, which is a small town outside Cleveland with a current population of just 4,113. Its Zip Code is 44022 which includes Moreland Hills, Orange, Bentleyville and South Russell, with an accumulated population of 15,430. (Reference: https://www.unitedstateszipcodes.org, https://factfinder.census.gov and https://www.census.gov/.) The corporate store achieves a minimum of 50,000 residents by including the zip codes shown in the table below.

This 50,000-population criterion, when granting a protected area, is based on our experience since 2012 in running the Click IT Corporate Store in Chagrin Falls. Through our customer data we have collected throughout the years, we have developed a clear understanding of what the population of an area should be in order to support a location of a Franchise. The Click IT Corporate Store services, for example, an area surrounding its store location that includes more than its location Zip Code. The following is a list of our Corporate Store Protected Territory ZIP CODES and their population, broken down by townships.

Town	Zip Code	Population	Businesses
Chagrin Falls	44022	4,113	594
Pepper Pike	44124	5,979	1,270
Orange	44022	3,323	
Moreland Hills	44022	3,320	
South Russell	44022	3,810	
Russell	44072	5.212	106
Bainbridge CDP	44023	3,267	592
Bentleyville	44022	864	
Solon	44139	23,348	1,153
Corporate Store Service Area	Totals:	56,488	3,715



The Corporate Click IT Store's Territory includes these zip codes and townships.

On the other hand, at the discretion of Motherboard, the Initial Franchise Price will increase pro-rata based on the number of residents exceeding 150,000 and the number of businesses exceeding 3,000. A spreadsheet used to calculate any change in the Initial Franchise Fee will be presented during territory negotiations.

Note: Once a location for opening a Click IT store has been determined, if the population around a radius of 5 miles (the "Protected Territory") exceeds 150,000 residents and 3,000 businesses, the Initial Franchise Fee will increase by $30 per additional 1,000 residents and $50 per additional 100 businesses. If the franchise candidate does not desire to service the expanded territory, fewer census tracks will be selected around the perimeter of the location to lower the population of the protected area so that it is more manageable and under 150,000 residents and 3,000 businesses. Please refer to https://clickitfranchise.com/franchise-locations/ for more information.

We will help the new franchise owner select the best location where we believe they will have the best chance of success. Start by using the Census Business Builder (CBB) tool. See other tools below and listen to the 5-mile radius rule podcast by business coach Tammy Adams.

2. **We Cannot Guarantee Your Protected Areas Will Not Overlap with Other Franchises:**
Some IT services are not geographically based and may not require in-person or local contact with the customer. It is the nature of some IT services (such as email, for instance) that you will have opportunities outside your designated market area and other franchises may overlap your territory as well. If a sales enquiry comes to us from our cooperative marketing efforts, we will make our *best efforts* to refer the prospect to the proper franchise location inside that Protected Territory. However, we cannot guarantee that a customer inside your territory won't gravitate to another franchise owner without our consent or knowledge. We will work toward a cooperative environment and will prohibit it and discourage predatory activities in your Protect Territory by other franchise owners.

We discourage you from soliciting customers from outside your Territory. If you accept solicited customers from outside your Territory and they are located in the Territory of another Franchise Owner, without our prior written permission, then we have the right to require you to send all of such Gross Revenues to the franchise owner who owns such Territory. In addition, this is a serious violation of your Franchise Agreement.

3. No Additional Rights Given Beyond the Territory Location:

The Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises within the Territory or areas contiguous to the Territory. In addition, neither the continuation of your Territory nor the Agreement itself is dependent upon your achieving any sales quotas, market penetrations or other contingencies. You maintain rights to your Territory even if the population increases.

Neither the Company, nor any affiliated company, has established other franchises or company-owned outlets selling or leasing similar products or services under a different trade name or trademark; and neither the Company, nor any affiliated company, has any plans to do so. However, one of the Company's affiliated companies operate a Click IT Store known as "Click IT" located in Chagrin Falls, Ohio, i.e. Corporate Store. Current customers of this location are exempted from this provision. This location is the prototype Click IT Store for the Franchised locations described in this Disclosure Document. See Item 1 for more details.

Although we have not done so, we, nor any of our affiliated companies, may sell products under the Proprietary Marks within and outside your Territory through any method of distribution other than a dedicated Click IT Store. Such methods of distribution may include sales through such channels of distribution as the Internet, catalog sales, telemarketing or other direct marketing sales ("alternative distribution channels").

You may not use alternative distribution channels to make sales outside or inside your Territory (except as described in this Disclosure Document or the Manual) nor will you receive any compensation for our sales through alternative distribution channels.

4. Co-Op Lead Generation

When Motherboard engages in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for our System's products or services calling for delivery or performance in your Territory, then we will refer the offer to you. The Franchise owners must adhere to our Pricing Policies as described in the Manual. If you choose not to fulfill the order or are unable to do so, then we, or one of our affiliated companies or a third party we designate (including another franchise owner) may fulfill the order, and you will not be entitled to any compensation for this order. See the section on Marketing for more details.

Item 13

<u>TRADEMARKS</u>

Under the Agreement, the Company grants you the right and license to use the Proprietary Marks and the System solely in connection with your Franchised Business. You may use only the mark "Click IT" and design and such other Proprietary Marks as are designated in writing by the Company for your use. In addition, you may use them only in the manner authorized and permitted by the Company and you may not directly or indirectly contest the Company's ownership of or rights in the Proprietary Marks.

These marks are registered with the United States Patent and Trademark Office on the Principal Register as follows:

"Click IT" and Design Serial Number: 88,057,214
Registration Date: November 30, 2018
Publication Date: January 15,2019 (Official Gazette)

There are no effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administrator, or any state or any court relating to the Proprietary Marks. There is no pending infringement, opposition or cancellation. There is no pending material litigation involving the Proprietary Marks.

There are no agreements currently in effect that significantly limit the Company's right to use or license the use of the Proprietary Marks in a manner material to the franchise. The logo is part of the Company's Proprietary Marks.

The Agreement does not contain any provisions under which the Company is required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks. If litigation involving the Proprietary Marks is instituted or threatened against you, the Agreement requires you to notify the Company promptly and cooperate fully with the Company in defending or settling the litigation.

The Company has no actual knowledge of either superior prior rights or infringing uses that could materially affect a Franchise Owner's use of the Proprietary Marks in any state.

You must follow our rules when you use these Proprietary Marks. You cannot use a name or mark as part of a corporate name or with modifying words, designs, or symbols, except for those which we license to you. You may not use the Company's registered name in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents Rights

We own no rights in or to any patents that are material to the franchise at this time. We do plan in the near future on applying for patents pertaining to our Platform as well as other features, advantages and benefits we believe are unique and therefore patenable.

Copyrights

We claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in our Manual. Our materials that we have copyright ownership of are available for you to use as part of our franchise program.

Confidential Operations Manual

Under the Franchise Agreement, you must operate the Click IT Store in accordance with the standards, methods, policies and procedures specified in the Manual. You will be loaned a copy of the Pre-Opening Manual at the time of signing the Franchise Agreement. You will receive the Daily Operations Manual for the term of the Franchise Agreement when you have completed the initial training program to our satisfaction. You must operate your franchise strictly in accordance with the Manual, as it may be revised by us from time-to-time.

You must treat as confidential the Manual and any other materials created for or approved by us for the operation of your Click IT Store. You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manual will remain our sole property and must be returned in the event that you cease to be a franchise owner.

We may from time-to-time revise the contents of the Manual, and you must comply with each new or changed provision. You must ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copies maintained by us at our Headquarters will be controlling.

Confidential Information

You may never---during the Initial Term, any Renewal 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. The Franchise Agreement requires you to maintain all Confidential Information of the Company as confidential, both during and after the term of the Agreement. "Confidential Information" includes all information, data, techniques and know-how designated or treated by us as confidential and includes the Manual. You may not at any time disclose, copy or use any Confidential Information except as specifically authorized by us. Under the Agreement, you agree that all information, data, techniques and know-how developed or assembled by you or your employees or agents during the term of the

Franchise Agreement and relating to the System will be deemed a part of the Confidential Information protected under the Franchise Agreement.
You must also promptly tell us when you learn about the unauthorized use of any Confidential Information. We are not obligated to take any action, but we will respond to your notification of unauthorized use as we deem appropriate.

See Item 15 below concerning your obligation to obtain confidentiality and noncompetition agreements from persons involved in the Click IT Store.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL

OPERATION OF THE CLICK IT STORE

Your Click IT Store must always be under the direct full-time supervision of the Franchise Owner or a Designated Manager, which is either you or an individual you select. You and your Designated Manager must attend and satisfactorily complete the initial training program to our satisfaction before opening your Store. You must keep us informed of the identity of your Designated Manager; however your Designated Manager does not have to hold any equity interest in your Franchised Business.

You and your Designated Manager(s) combined must personally participate in the direct operation of your Click IT Store, which means a minimum of sixty (60) hours per week during the first two years of Click IT Store operations. After the first two years of Click IT Store operations, the Franchise Agreement requires that you or your Designated Manager(s) be directly involved in the day-to-day operations of the Click IT Store. The Click IT Store must be under the direct on-premises supervision of a fully trained Manager at all times when you or your Designated Manager(s) is not personally managing and operating the Click IT Store.

Any Manager you employ at the launching of your franchise operations *must* complete the initial management-training course required by us. All subsequent Managers must be trained fully according to our standards by either you or us. However, we may charge a fee for this additional training. See Item 6 and the Manual for details.

Each individual who holds an ownership interest of 5% or more in the franchise owner entity must personally guarantee all of the obligations of the franchise owner under the Franchise Agreement by signing a Guaranty of Franchise Owner's Undertakings (See Exhibit I to this Disclosure Document). Additionally, each owner of an equity interest of 5% or more in a franchise owner entity must execute a Noncompetition Agreement in the form of Attachment I to the Franchise Agreement and a Confidentiality Agreement in the form of Attachment G to the Franchise Agreement. Further, all employees who we determine will have access to confidential information must sign a Confidentiality Agreement in the form of Attachment H to the Franchise Agreement.

Upon request, we will permit you to view the Manual at our Headquarters before you purchase the Click IT Store. To protect the confidentiality of the Manual, we will require you to execute a Confidential/Nondisclosure Agreement prior to your viewing the contents of the Manual (See Exhibit I to this Disclosure Document).

You will also be required to sign a Franchise Disclosure Questionnaire prior to the closing of your purchase of your Click IT Store (See Exhibit K to this Disclosure Document).

At our request, you must obtain and deliver executed covenants of confidentiality and noncompetition from any person who has or may have an ownership interest in the franchise owner, or who receives or has access to training and other confidential information under the System. The covenants must be in a form satisfactory to us and must provide that we are a third-party beneficiary of and have the independent right to enforce the covenants.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISE OWNER MAY SELL

You must operate the Click IT Store in strict conformity with all prescribed methods, procedures, policies, standards and specifications of the System, as listed in the Manual and in other writings by us from time-to-time. You must use your Click IT Store only for the operation of the Click IT Store and may not operate any other business at or from such locations without the express prior written consent of the Company.

We require you to offer and sell only those goods and services that we have approved. We maintain a written list of approved goods and services in our Manual, which we may change from time-to-time (see Item 11 in this Disclosure Document).

You must offer all goods and services that we designate as required for all franchises. In addition, we may require you to comply with other requirements (such as state or local licenses, training, marketing, insurance) before we will allow you to offer certain optional services.

We reserve the right to designate additional required or optional services in the future and to withdraw any of our previous approvals. In that case, you must comply with the new requirements.

See Items 8, 9, 11 and 12 for more information about your obligations and restrictions.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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 A2reement	Summary
a. Length of the franchise term	Franchise Agreement **("FA") § II**	15 years
b. Renewal or extension of the term	FA§ II (B)	If you are in good standing, upon expiration of your original Franchise Agreement, you will have the right to renew your franchise by signing the then-current Franchise Agreement. This means that you may be asked to sign an agreement with terms and conditions that are materially different from those in your original Franchise Agreement. You may have the right to renew your franchise for two renewal terms of 5 years each.
c. Requirements for you to renew or extend	FA§ II (B)	Complied with FA, renovated premises if needed, paid all monies to Company, execute then-current FA, met current qualifications, paid renewal fee of 10% of then current Initial Franchise Fee, signed an extended Lease Agreement, signed Release Agreement, completed any additional training that we require.
d. Termination by you	FA § XVl (A)	We haven't cured breach within 30 days after notice.
e. Termination by the Company without cause	None	None
f. Termination by the Company with cause	FA§ XVI (B)	We can only terminate if you are in default.
g. "Cause" defined-defaults which can be cured	FA§ XVI (B)	Various breaches of FA

h. "Cause" defined-defaults which cannot be cured	FA §XVl (C) and (D)	Includes abandons control of Franchised Business, consistently fails to pay monies when due, violates laws, material misrepresentation on initial application, attempted assignment without permission, discloses Manual without permission, repeatedly fails to comply with Manual, breaches FA or does something adverse to Proprietary Marks, failure to comply with FA or any other Agreement between you and us or you are convicted of a felony. The FA provides for termination upon bankruptcy.
i. Your obligations on termination/non-renewal	FA§ XVll	Includes payment of money owed to us, return Manual, cancellation of assumed names and transfer of phone numbers, cease using Proprietary Marks, cease operating Franchised Business, no confusion with Proprietary Marks, our option to purchase your inventory and equipment, your modification of the premises and our option to purchase your Franchised Business.
j. Assignment of contract by the Company	FA§ XIX	No restriction on right to transfer.
k. "Transfer" by you - defined	FA§ XIX (B) and (C)	Includes assignment of FA, sale or merger of business entities, transfer of corporate stock, and death of Franchise Owner or majority Owner of Franchise Owner.
1. The Company's approval of transfer by Owner	FA §XIX(B)	We have the right to approve all transfers.
m. Conditions for the Company's approval of transfer	FA§ XIX (B)	Factors include proposed Franchise Owner must meet current standards, does not operate a similar business and signs current form of FA, and you pay to us a transfer fee of 50% of then-current Initial Franchise Fee.
n. The Company's right of first refusal to acquire your business	FA §XIX (C)	We have the option to match any offer for your Franchised Business.
o. The Company's option to purchase your business	FA§ xvn (G)	We have the option to purchase your Franchised Business upon termination or non-renewal.
p. Your death or mental incapacity	FA§ XIX (D)	Franchise must be assigned by estate to approved buyer within nine months.

r. Non-competition covenants after the franchise is terminated or expires	FA § XVI ll (C), Attachment I	No involvement in competing business for two years within a 10-mile radius of Franchised Territory.
s. Modification of the agreement	FA§ XXIII (I)	Must be in writing by both sides.
t Integration/ merger clause	FA § XXIII (I)	Only the terms of the FA are binding (subject to state law). Any other promises are unenforceable.
u. Disputes resolution by arbitration or mediation	None	None
v. Choice of forum	FA§ XXIII (J)	Cuyahoga County, Ohio
w. Choice of law	FA§ XXIII (E)	The parties hereto agree that the terms and provisions of this Agreement are to be interpreted in accordance with and governed by Common Law Principles of Conflict of Law; including, state and federal statutes.

Item 18

PUBLIC FIGURES

We do not use any public figure 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.

A franchise owner's future financial performance has no relation whatsoever to the past financial performance of Company-owned or franchised outlets. Each is independent and stands on their own merits. 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 our management by contacting our President, Mr. Albert L. Harlow, Jr., Motherboard, Inc. Chagrin Falls, Ohio, the Federal Trade Commission, and appropriate state regulatory agencies.

Success in most businesses (including franchised ones) depends, in large part, on your personal efforts and your marketing, operational, financial, administrative and other skills and your active participation in the daily operations of the business. You should determine the level of personal effort you can commit to the operation of your Click It Store and whether you possess the skills that will contribute to your success.

We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Click IT Store. Actual results vary from location to location, and we cannot estimate the results of any particular franchise. We recommend that prospective franchise owners make their own independent investigation to determine whether or not the franchise may be profitable and consult with an attorney and other advisors prior to executing the Franchise Agreement.

BELOW IS AN UNAUDITED INCOME STATEMENT FOR OUR COMPANY STORE, CLICKIT CONNECT CORP.

UNAUDITED INCOME STATEMENT FOR CLICKIT CONNECT CORP. – The Company Store

You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the disclosure document, may be one source of information. The information presented in this item has not been audited to confirm its accuracy and we have relied on the information provided by the company store.

Clickit Connect Corp.

2018 Income Statement - CONFIDENTIAL

	Jan - Dec 18	% of Income
Ordinary Income/Expense		
Income		
Income - Backup Service Sales	11,575.80	3.18%
Income - Education/Consultation		
Consultation Services	355.00	0.1%
Income - Education/Consultation - Other	92.00	0.03%
Total Income - Education/Consultation	447.00	0.12%
Income - Email Hosting	20,536.07	5.65%
Income - Managed IT Services	62,685.38	17.23%
Income - Marketing Dev Services	20,785.65	5.71%
Income - Repair Services	99,673.96	27.4%
Income - Software development	38,344.68	10.54%
Income - Video Production	1,529.00	0.42%
Income - Website Hosting	9,154.61	2.52%
Merchandise Sales		

Income - Hardware		
Firewall Sales	4,333.41	1.19%
Income - Hardware - Other	50,620.55	13.92%
Total Income - Hardware	54,953.96	15.11%
Merchandise Sales - Other	54,632.50	15.02%
Total Merchandise Sales	109,586.46	30.13%
Misc. Discounts Given		
Courtesy Discounts	-9,207.58	-2.53%
Total Misc. Discounts Given	-9,207.58	-2.53%
Other Income		
Shipping and Delivery Income	294.97	0.08%
Other Income - Other	15.00	0.0%
Total Other Income	309.97	0.09%
Refunds to Customers	-1,487.17	-0.41%
VOIP Income	-188.18	-0.05%
Write-Off Expense	-0.02	0.0%
Total Income	363,745.63	100.0%
Cost of Goods Sold		
Cost of Goods Sold	57,093.19	15.7%
Customer Purchases	24,113.03	6.63%
Refunds from Suppliers	-210.36	-0.06%
Variable License Subscriptions		
Domain Names	19.92	0.01%
Dues and Subscrptions	19,842.35	5.46%
Variable License Subscriptions - Other	4,290.03	1.18%
Total Variable License Subscriptions	24,152.30	6.64%
Web Development	263.84	0.07%
Total COGS	105,412.00	28.98%
Gross Profit	258,333.63	71.02%
Expense		
Advertising, Mktg & Sales		
Marketing and Promotion		
Google Ads (Adwords)	10,123.22	2.78%
Marketing and Promotion - Other	178.98	0.05%
Total Marketing and Promotion	10,302.20	2.83%
Meals and Entertainment		
Sales Meetings	1,271.47	0.35%
Meals and Entertainment - Other	290.70	0.08%
Total Meals and Entertainment	1,562.17	0.43%
Advertising, Mktg & Sales - Other	978.35	0.27%
Total Advertising, Mktg & Sales	12,842.72	3.53%
Auto and Truck Expenses		
Mileage	354.73	0.1%

Travel	283.66	0.08%
Auto and Truck Expenses - Other	339.16	0.09%
Total Auto and Truck Expenses	977.55	0.27%
Bank Service Charges		
Credit Card Fees	112.00	0.03%
Huntington Bank		
Service Charges	36.00	0.01%
Total Huntington Bank	36.00	0.01%
Intuit Merchant Fees	8,184.88	2.25%
Bank Service Charges - Other	1,424.93	0.39%
Total Bank Service Charges	9,757.81	2.68%
eBillity Expense	31.95	0.01%
Independent Contractor		
Bonus	703.40	0.19%
Independent Contractor - Other	48,875.32	13.44%
Total Independent Contractor	49,578.72	13.63%
Interest Expense	993.82	0.27%
Legal Expense	376.78	0.1%
License and Registration	398.45	0.11%
Office Supplies		
Hardware Purchase	287.97	0.08%
Internet Services	2,304.22	0.63%
Software Purchases	360.55	0.1%
Office Supplies - Other	1,293.48	0.36%
Total Office Supplies	4,246.22	1.17%
Payroll Expenses	24,288.44	6.68%
Postage and Shipping Costs		
Postage	25.00	0.01%
Postage and Shipping Costs - Other	426.14	0.12%
Total Postage and Shipping Costs	451.14	0.12%
Professional Fees	1,400.00	0.39%
Reconciliation Discrepancies	947.05	0.26%
Rent		
CAM Fee	4,197.34	1.15%
Rent - Other	14,332.10	3.94%
Total Rent	18,529.44	5.09%
Repairs and Maintenance		
Cleaning Services	213.52	0.06%
Total Repairs and Maintenance	213.52	0.06%
Travel & Entertainment	78.10	0.02%
Utilities		
Electric	3,280.09	0.9%
Gas	944.69	0.26%

Security	306.18	0.08%
Telephone Expense	2,334.04	0.64%
Water	911.11	0.25%
Total Utilities	7,776.11	2.14%
Total Expense	132,887.82	36.53%
Net Ordinary Income	125,445.81	34.49%
Other Income/Expense		
Other Income		
Misc Income	68.60	0.02%
Purchase Discounts	-6,552.81	-1.8%
Total Other Income	-6,484.21	-1.78%
Other Expense		
Bad Debt Write Off	309.78	0.09%
Balancing Adjustments	0.00	0.0%
Discount Expense	5,505.75	1.51%
Manager's Draws		
Bonus Paid	1,000.00	0.28%
Phone Allowance	900.00	0.25%
Salary Draw	38,000.00	10.45%
Total Manager's Draws	39,900.00	10.97%
Total Other Expense	45,715.53	12.57%
Net Other Income	-52,199.74	-14.35%
Net Income	**73,246.07**	**20.14%**
Click IT 6% royalty,	$ (21,824.74)	**-6.0%**
Total Net Earning (EBITA)	$ 91,321.33	**25.11%**

Except for the information that appears in this Item 19, we do not furnish or authorize our salesperson of affiliates to furnish any oral or written information or representations or statements of actual sales, costs, income or profits. 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 our President, Mr. Albert L. Harlow, Jr., Motherboard, Inc. Chagrin Falls, Ohio, the Federal Trade Commission, and appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISE OWNER INFORMATION

The following chart shows the number of Click IT franchises and Company or affiliate owned Click IT Stores during the three calendar years prior to this Disclosure Document, together with projections for sales of franchises and openings of Company-owned or affiliated-owned franchises during the next calendar year.

Table No. 1 - System-wide Outlet Summary for Years 2015 thru 2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned or Affiliated Company Owned	2016	1	1	0
	2017	1	1	0
	2018	1	1	0
Total Outlets	2016	1	l	0
	2017	1	1	0
	2018	1	1	0

Table No. 2 - Transfers of Outlets from Franchise Owners to New Owners (Other than the Franchisor) For Years 2015 thru 2017

State	Year	Number of Transfers
Ohio	2016	0
	2017	0
	2018	0
All other states	2016	0
	2017	0

	2018	0
Total	2016	0
	2017	0
	2018	0

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Table No. 3 - Status of Franchised Outlets for Years 2015 thru 2017

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Cease Operations --Other Reasons	Outlets at End of the Year
Ohio	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
All other states	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Total	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	·0	0	0	0

Table No. 4 - Status of Company-Owned or Affiliate-Owned Outlets for Years 2015 thru 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-Acquired From Franchise Owners	Outlets Closed	Outlets Sold to Franchise Owners	Outlets at End ofYear
Ohio	2016	1	0	0	0	0	1

	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
All other state s	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
Total	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

Table No. 5 - Projected Openings as of December 31, 2018

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Ohio	0	4	0
All other states	0	8	0
Total	0	12	0

Exhibit G lists the names of all current franchise owners and the addresses and telephone numbers of their Click IT Stores as of the date of this Disclosure Document.

Exhibit H lists the name, city and state and the current business telephone number (or, if unknown, the last known home telephone number) of every franchise owner who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. Please note that Exhibit H states the Company does not have any Franchise Owners that meet those criteria. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the date of this Disclosure Document, we have not signed any confidentiality clauses with current or former franchise owners. It is possible that in the future, we may sign confidentiality agreements as part of a settlement of a dispute between us and such franchise owners. If we ever enter into such a confidential agreement with such current and former franchise owners, it may restrict their ability to speak openly about their experiences with us.

Item 21

FINANCIAL STATEMENTS

We began organizing our franchise operations in February 2018. We have not been in business for three years or more, and for this reason, it is impossible to provide audited financial statements as of the date of this Franchise Disclosure Document. An unaudited Statement of Operations for Motherboard, Inc., as of December 31, 2018 is attached to this Franchise Disclosure Document as Exhibit B.

Item 22

CONTRACTS

Attached are copies of the following agreements relating to the offer of the franchise:

EXHIBIT A- STANDARD FRANCHISE AGREEMENT

ATTACHMENTS TO FRANCHISE AGREEMENT:

A	Site Location Addendum
B	Guaranty of Franchise Owner's Undertakings
C	Rider to Lease Agreement
D	Collateral Assignment of Lease
E	Subordination, Non-Disturbance and Attornment Agreement
F	Authorization Agreement for Direct Debits (ACH Debits)
G	Confidentiality Agreement (Equity Interest Owner)
H	Confidentiality Agreement (Employees)
I	Noncompetition Agreement (Equity Interest Owner)

Item 23

RECEIPTS

Two copies of an acknowledgement of your receipt of this Disclosure Document appear at the end of this Disclosure Document as Exhibit L. It is a detachable document and one copy must be signed by you and given to us. The other copy may be retained by you for your records. If this page or any other pages or exhibits are missing from your copy, please contact the Company at the address or phone number noted in Item 1.

EXHIBIT A

STANDARD FRANCHISE AGREEMENT
Provided at End of Exhibits – Following Page 92

EXHIBIT B
MOTHERBOARD, INC.

Below is an unaudited Statement of Operations for Motherboard, Inc. Motherboard was formed for the sole purpose to market, sell and support Click IT franchise stores. The financial activities in 2018 concerned startup costs in getting the company ready for franchising Click IT. A balance sheet will be provided upon request.

	Jan - Dec 18
Ordinary Income/Expense	
Expense	
Advertising and Promotion	770.96
Automobile Expense	5,971.44
Dues & Subscriptions	946.68
Entertainment	577.60
Equipment	
Computer Equipment	168.00
Office Equipment	794.92
Total Equipment	962.92
Insurance Expense	
Health Insurance	1,278.32
Insurance Expense - Other	297.29
Total Insurance Expense	1,575.61
Interest Expense	2,965.28
Leasehold Improvements	14,378.82
Legal and Professional Fees	
Accounting	575.00
Legal and Professional Fees - Other	20,930.00
Total Legal and Professional Fees	21,505.00
Loan Payment	8,655.68
Meals and Entertainment	10,980.62
Office Supplies	
Gifts	98.57
Office Supplies - Other	6,614.14
Total Office Supplies	6,712.71
Patents & Trademarks	678.00
Postage and Delivery	592.57
Product Development	900.00

Rent Expense	3,130.16
Research	9.00
Telephone Expense	5,617.76
Travel Expense	3,532.76
Utilities	623.78
Website Expenses	
Website Development	17,731.36
Website Hosting	158.16
Website Licensing	3,951.52
Total Website Expenses	21,841.04
Total Expense	112,928.39
Net Ordinary Income	($112,928.39)
Net Income	**($112,928.39)**

EXHIBIT C

STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Corporations 1515 K Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 or (866) 275-2677	Same
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233	Connecticut Banking Commissioner Same Address

FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services 227 N. Bronough Street City Central Building Suite 7200 Tallahassee, FL 32301 (850) 922-2770	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 (404) 656-3790	Same
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Same Address
ILLINOIS	Franchise Bureau Office of the Attorney General Room 12-178 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892	Illinois Attorney General Same Address

INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531
IOWA	Iowa Securities Bureau 340 East Maple Des Moines, IA 50319 (515) 281-4441	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 (502) 573-2200	Same
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 (504) 342-7013 (gen. info) (504) 342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 (207) 298-3671	Same
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place, 20th Floor Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address

MINNESOTA	Minnesota Department of Commerce 85 7th Place East Suite 500 St. Paul, MN 55101 (651) 296-6328	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1200 0 Street, Suite 400 Lincoln, NE 68508 (402) 471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 (603) 270-3641	Same
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211	Secretary of State of New York 41 State Street Albany, New York 1123l
NORTH CAROLINA	Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 (919) 733-3924	Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602

NORTH DAKOTA	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 15th Floor 30 East Broad Street Columbus, OH 43215 (614) 466-8831 or (800) 282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 (405) 521-2451	Same
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4140	Director of the Department of Consumer and Business Services Same Address
RHODE ISLAND	Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903 (401) 222-3048	Director of Business Regulation
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 (803) 734-2166 (Federal Express address) Capitol Complex Wade Hampton Building, Room 105 Columbia, SC 29201)	Same

SOUTH DAKOTA	Division of Securities 445 East Capitol Avenue Pierre, SD 57501-3185 (605) 773-4823	Director of the Division of Securities Same Address
TEXAS	Attorney General' s Office Consumer Protection Division P.O. Box 12548 Austin, TX 78711 (512) 463-2070	Same
UTAH	Division of Consumer Protection Utah Department of Commerce 160 East 300 South SM Box 146704 Salt Lake City, UT 84114-6704 (801) 530-6601	Same
VIRGINIA	State Corporation Commission 1300 E. Main Street; Ninth Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission State Corporation Commission 1300 E. Main Street, First Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Same
WISCONSIN	Division of Securities Department of Financial Institutions 345 West Washington Avenue, 4th Floor Madison, WI 53703 (608) 266-8557	Same

EXHIBIT D

AGENT FOR SERVICE OF PROCESS

Our agent for service of process for all states is as follows:

Albert L Harlow, Jr., President
Click IT
16 S. Main St. P.O. Box 2 Chagrin Falls, Ohio 44022 USA
Email: info@clickitco.com
Phone: 1(800) 368-7416

EXHIBIT E

STATE ADDENDA TO DISCLOSURE DOCUMENT

Not Applicable

EXHIBIT F

LIST OF FRANCHISE OWNERS

None

EXHIBIT G

LIST OF FORMER FRANCHISE OWNERS

None

If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise system. Exhibit G-1 will contain this information and updated periodically and provided to you as required by law.

EXHIBIT H-1

FRANCHISE ORGANIZATIONS WE HAVE CREATED, SPONSORED OR ENDORSED

None

EXHIBIT H-2

INDEPENDENT FRANCHISE ASSOCIATION

None

EXHIBIT I

CONFIDENTIALITY / NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ______________, 20____, by and between Motherboard, Inc., a Wyoming corporation (hereinafter referred to as "the Company") and____
____
whose address is
____
____
____
(hereinafter referred to as "Prospective Franchise Owner").

WITNESSETH THAT:

WHEREAS, Prospective Franchise Owner desires to obtain certain confidential and proprietary information from the Company for the sole purpose of inspecting and analyzing said information in an effort to determine whether to purchase a franchise from the Company; and

WHEREAS, the Company is willing to provide such information to Prospective Franchise Owner for the limited purpose and under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. DEFINITION. "Confidential Information" is used herein to mean all information, documentation and devices disclosed to or made available to Prospective Franchise Owner by the Company, whether orally or in writing, as well as any information, documentation or devices heretofore or hereafter produced by Prospective Franchise Owner in response to or in reliance on said information, documentation and devices made available by the Company.

2. TERM. The parties hereto agree that the restrictions and obligations of Paragraphs 3 and 4 of this Agreement shall be deemed to have been in effect from the commencement on the ______ day of _____________, 20____, of the ongoing negotiations between Prospective Franchise Owner and the Company and continue in perpetuity until disclosed by the Company.

3. TRADE SECRET ACKNOWLEDGEMENT. Prospective Franchise Owner acknowledges and agrees the Confidential Information is a valuable trade secret of the Company and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to the Company.

4. TREATMENT OF CONFIDENTIAL INFORMATION. In consideration of the disclosure to Prospective Franchise Owner of Confidential Information, Prospective Franchise Owner agrees to treat Confidential Information in confidence and to undertake the following additional obligations with respect thereto:

(a) To use Confidential Information for the sole purpose of inspecting and analyzing the information in an effort to determine whether to purchase a franchise from the Company and solely in its operation of the Company Franchise;

(b) Not to disclose Confidential Information to any third party;

(c) To limit dissemination of Confidential Information to only those of Prospective Franchise Owner's Click IT Store, directors and employees who have a need to know to perform the limited tasks set forth in Item 4 (a) above and who have agreed to the terms and obligations of this Agreement by affixing their signatures hereto;

(d) Not to copy Confidential Information or any portions thereof; and

(e) To return Confidential Information and all documents, notes or physical evidence thereof, to the Company upon a determination that Prospective Franchise Owner no longer has a need therefore, or upon request therefore from the Company, whichever occurs first.

5. SURVIVAL OF OBLIGATIONS. The restrictions and obligations of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Prospective Franchise Owner, his heirs, successors and assigns in perpetuity.

6. NEGATION OF LICENSES. Except as expressly set forth herein, no rights to licenses, expressed or implied, are hereby granted to Prospective Franchise Owner as a result of or related to this Agreement.

7. APPLICABLE LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

MOTHERBOARD, INC.

By:

_______________________________ _______________________________

(Signature of Prospective Franchise Owner)

Title:

_______________________________ _______________________________

(Print Name of Prospective Franchise Owner)

EXHIBIT J

GUARANTY OF FRANCHISE OWNER'S UNDERTAKINGS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated ____________________, 20_____ and any and all revisions, modifications and amendments thereto or renewals thereof, (hereinafter collectively the "Agreement"), by and between Motherboard, Inc., a Wyoming corporation, for itself and for its affiliates (hereinafter, collectively, "the Company"
and____
____
____

each of the undersigned "Guarantors" (herein so called) agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guarantee the full, prompt and complete performance of Franchise Owner under the terms, covenants and conditions of the Agreement, including, without limitation, the complete and prompt payment of all indebtedness to the Company under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of Franchise Owner, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or un-liquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of Franchise Owner and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against Franchise Owner or whether Franchise Owner is joined in any such action.

3. If the Franchise Owner is a corporation, partnership, limited liability company or other legal entity, the Company shall not be obligated to inquire into the power or authority of Franchise Owner or its officers, directors, agents, managers, representatives, employees or other persons acting or purporting to act on Franchise Owner's behalf, and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations, partnerships, limited liability company or other legal entities, it shall be conclusively presumed that the Guarantors and all shareholders, partners, members and other owners of such entities, and all officers, directors, agents, managers, representatives, employees or other persons acting on their behalf, have the express authority to bind such entities and that such entities have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such entities.

4. The Company, its successors and assigns may from time-to-time, without notice to the

undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors and assigns have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned each further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including, without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchise Owner and the Company resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty shall be enforceable by and against the respective administrators, executors, heirs, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person has executed this Guaranty, the term "the undersigned," as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

8. Without limiting the generality of any part or all of the foregoing, the undersigned does hereby further covenant and agree that each of the undersigned are hereby bound by those certain terms, obligations, covenants and conditions of the Agreement with respect to the following:

   (i) Section XIX (B) entitled "Assignment by Franchise Owner";

   (ii) Section XIX (C) entitled "Franchisor's Right of First Refusal";

   (iii) Section XIX (D) entitled "Transfer Upon Death or Mental Incapacity";

(iv) Section XXII entitled "Waiver";

(v) Section XXIII entitled "Enforcement";

(vi) Section XXVII entitled "Notices"; and

(vii) Section XXX entitled "Special Representations".

The undersigned each agree that the references to the "Franchise Owner" in the Sections referenced hereinabove shall include and be applicable to each of the undersigned.

9. All capitalized terms not defined herein shall have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty of Franchise Owner's Undertakings effective as of the______ day of ____________, 20____.

Name: ____

Home Address: ____

Home Telephone: ____

Business Telephone: ____

Date: ____

EXHIBIT K

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Motherboard, Inc. ("Click IT") and you are preparing to enter into a Franchise Agreement for the operation of a Click IT location. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that Click IT has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the Franchise Agreement and each exhibit and schedule attached to it? Yes_____ No ___

2. Do you understand all the information contained in the Franchise Agreement and each exhibit and schedule attached to it? Yes______ No ___

If no, what parts of the Franchise Agreement do you not understand?
(Attach additional pages, if necessary)
____
____
____
____
____
____

3. Have you received and personally reviewed Click IT Franchise Disclosure Document? ("Disclosure Document") we provided to you? Yes_____ No ___

4. Did you sign a receipt for the Disclosure Document indicating the date you received it?
5. Yes_________ No ___

6. Do you understand all the information contained in the Disclosure Document?
Yes_________ No ___

If no, what parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)
____
____
____
____
____

7. Have you discussed the benefits and risks of operating Click IT Franchise with an attorney,

accountant or other professional advisor, and do you understand those risks?
Yes________ No ___

8. Do you understand that the success or failure of your franchise will depend, in large part, upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic, business and market factors?
Yes________ No ___

9. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the revenues, profits or operating costs of a Click IT operated by Click IT or its franchise owners?
Yes________ No ___

10. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the revenues, profits or operating costs of a Click IT Franchise that is contrary to, or different from, the information contained in the Disclosure Document?

11. Yes________ No ___

12. Has any employee or other person speaking on behalf of Click IT made any statement or promise regarding the amount of money you may earn in operating Click IT Franchise?
Yes________ No ___

13. Has any employee or other person speaking on behalf of Click IT made any statement or promise regarding the amount of money you may earn in operating Click IT Franchise that is contrary to, or different from, the information contained in the Disclosure Document?
Yes________ No ___

14. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the total amount of revenue Click IT Franchise will generate?

15. Yes________ No ___

16. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the total amount of revenue Click IT Franchise will generate that is contrary to, or different from, the information contained in the Disclosure Document?
Yes________ No ___

17. Has any employee or other person speaking on behalf of Click IT made any statement or promise regarding the costs you may incur in operating Click IT Franchise?
Yes________ No ___

18. Has any employee or other person speaking on behalf of Click IT made any statement or promise regarding the costs you may incur in operating Click IT Franchise that is contrary to, or different from, the information contained in the Disclosure Document?

19. Yes________ No ___

20. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating Click IT Franchise?
Yes________ No ___

21. Has any employee or other person speaking on behalf of Click IT made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating Click IT Franchise that is contrary to, or different from, the information contained in the Disclosure Document? Yes_______ No ___

22. Has any employee or other person speaking on behalf of Click IT made any statement, promise or agreement concerning the advertising, marketing, training, support, service or assistance that Click IT will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document? Yes___ No ___

23. If you have answered "Yes" to any of Questions eight (8) through eighteen (18), please provide a full explanation of your answer in the following blank lines (Attach additional pages, if necessary, and refer to them below). If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

____
____
____
____

You understand that your answers are important to us and that we will rely on them.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

NAME OF FRANCHISE APPLICANT

____

DATE: ____

____
SIGNATURE OF FRANCHISE APPLICANT

PLEASE HAVE YOUR SIGNATURE NOTARIZED

EXHIBIT L

SCHEDULE OF ELIGIBLE BENEFITS OR DISCOUNTS

	Name	Description	Benefit, Discount or Price	
1)	**Franchise Advisory Board** (Limited to 1st 10)	To recognize our first 10 franchisees, we invite them to serve on our Franchise Advisory Board.	Awarded 500 Warrants* for every year served	
2)	**Multi-Unit Development**	When a franchisee agrees to open multiple locations throughout a defined period, and it is accepted by us, we offer additionally a multi-unit development savings. If you purchase multiple franchise units, the total franchise fee is as follows: Number of Units: 3 - 5 - More than 5 -	Total Franchise Fee Cost $99,996 $149,996 CALL	
3)	**Founders Club Membership**	We are offering an additional incentive to the first five (5) Franchise Owners who will receive warrants while also being indoctrinated members of our exclusive Founders Club.	1,000 Warrants* Awarded	
4)	**Veterans**	If you are a Veteran of the military, you qualify for the Vets franchise fee discount.	10.0%	
		*For information regarding our warrants, go to https://shop.clickitgroup.com/product/warrants/		

EXHIBIT M

RECEIPT

(KEEP THIS COPY FOR YOUR RECORDS)

This Disclosure Document summarizes certain provision of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Motherboard, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If Motherboard, Inc., 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 law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

Motherboard, Inc. does not have any franchise brokers. If we employ the services of any franchise broker in the future, we will send to you the franchise broker's name, address and telephone number.

Motherboard, Inc.'s sales agent for this franchise is Mr. Albert L Harlow.

Date of Issuance: July 28th, 2019

See Exhibit E for our registered agent authorized to receive service of process.

I have received a Disclosure Document dated July 28th, 2019 that included the following Exhibits:

- STANDARD FRANCHISE AGREEMENT
- FINANCIAL STATEMENTS OF FRANCHISOR
- STATE ADMINISTRATORS
- AGENTS FOR SERVICE OF PROCESS
- STATE ADDENDA TO DISCLOSURE DOCUMENT
- LIST OF FRANCHISE OWNERS
- LIST OF FORMER FRANCHISE OWNER
- FRANCHISE ORGANIZATIONS WE HAVE CREATED, SPONSORED OR ENDORSED
- INDEPENDENT FRANCHISE ASSOCIATIONS
- CONFIDENTIALITY/NONDISCLOSURE AGREEMENT
- GUARANTY OF FRANCHISE OWNER'S UNDERTAKINGS
- FRANCHISE DISCLOSURE QUESTIONNAIRE

- SCHEDULE DETERMINING THE INITIAL FRANCHISE FEE
- RECEIPTS

Dated: ____________

PROSPECTIVE FRANCHISE OWNER:

If an individual:

____

(Signature)

If a business entity:
(Name of Business Entity)

____

By:

____

Name of Person

____

Title

____

Signature

(NOTE: PLEASE LIST ALL SALES AGENTS WHO WERE INVOLVED IN THE SALE OF OUR FRANCHISE TO YOU. THANK YOU FOR YOUR COOPERATION AND HELP)

PLEASE SIGN AND DATE THIS COPY OF THE RECEIPT AND EITHER GIVE IT TO US PERSONALLY OR RETURN IT TO THE FRANCHISE COMPANY AT THE ADDRESS LISTED ON THE COVER PAGE OF THIS DISCLOSURE DOCUMENT

State Specific Changes

Certain registration states require variant information to be published in this FDD. In some cases, the state information requirements are in conflict with the federal template. The following clarifications or changes are required by those states. We welcome your questions regarding these differences.

EXHIBIT N – New York

STATE SPECIFIC AMENDMENTS

Franchise Disclosure Document

1. The following is added to the end of Item 5:

   The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

2. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchise to renew or extended,**" 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 thereunder shall remain in force; being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

3. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchise**":

   You may terminate the agreement on any grounds available by law.

4. The following is added to the end of the "Summary" section of Item 17(v), title "**Choice of Forum**", and Item 17(w) title "**Choice of Law**":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor nor the franchisee by Article 33 of the General Business Law of the State of New York.

FRANCHISE SELLER DISCLOSURE FORM

1. List the persons who will solicit, offer or sell franchises for the Franchisor in this state. For each person state:

   A. Name: ALBERT L. HARLOR, JR.

   A. Business address and telephone number

MOTHERBOARD, INC.
16 S. MAIN STREET, PO Box 2
CHAGRIN FALLS, OH 44022-0002
(440)-247-9448

B. Present employer:

MOTHERBOARD, INC.

B. Present title:

PRESIDENT

A. Employment during the past five years. For each employment, state the name of the employer position held, and beginning and ending dates:

CLICKIT CONNECT CORPORATION
PRESIDENT, 2012 TO PRESENT

MOTHERBOARD, INC.
PRESIDENT JUNE 11, 2018 TO PRESENT

2. State whether the person identified in 1 above:

A. Has an administrative, criminal or material civil action pending against that person alleging a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations?

Yes No X
If you answered A, yes, please provide:

1. Names of the parties:
2. Forum, nature and current status of the pending action:
3. Case or proceeding identification number:

B. Had during the 10-year period immediately before disclosure document's issuance date been convicted of or pleaded nolo contendere to a felony charge; or been held liable or enjoined in a civil action involving an alleged violation of a franchise, antitrust or securities law, or allegations of fraud, unfair or deceptive practices, or comparable allegations?

Yes No X
If you answered B, yes, please provide:

1. Names of the parties:
2. The forum:

3. Case or proceeding identification number

NEW YORK STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT
CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE DEPARTMENT OF LAW
OR THAT IT HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. Call the state franchise administrator listed in Exhibit C for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

If any of the following apply, state the following, using capital letters as shown: Please consider the following RISK FACTORS before you buy this franchise:
THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN OHIO. OUT-OF-STATE LITIGATION
MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE.

THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

1. In addition to the above, disclose other risk factors required by a State Administrator.
2. If one or more risk factors applies, also state:

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

1. If you use the services of a franchise broker or referral source, state the following;

   We use the services of one or more FRANCHISE BROKERS or referral sources to as sist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Except as provided above, with regard 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, which are 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 10 year period 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.

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
LETITIA JAMES
ATTORNEY GENERAL

Franchise registration forms, statutes, regulations and guidelines can be downloaded from www.ag.ny.gov

Form B – Franchisor's Costs and Sources of Funds

FRANCHISOR'S COSTS AND SOURCE OF FUNDS

Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:

Category Costs

See Item 7 entitled "YOUR ESTIMATED INITIAL INVESTMENT".

Real Estate
Improvements
Equipment
Inventory
Training
Other (describe)

Totals

State separately the sources of all required funds:

Instructions for Preparing Form B: Franchisor's Costs and Source of Funds

1. The Franchisor's Costs and Source of Funds form should accompany each initial or renewal filing. Do not use with amendments.

2. In section 1, estimate the franchisor's total costs to perform its pre-opening obligations to provide goods or services for establishing a new, typical franchised business.

3. Provide only incremental cost estimates; i.e., expenses incurred that are independent of salaries and overhead for the franchisor's own employees or employees of affiliates that may provide these services.

4. In Section 2, state separately the sources of all required funds. For example, this could include the franchisor's operating funds, initial franchise fees collected, etc.

Form C - Uniform Franchise Consent to Service of Process UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

MOTHERBOARD, INC., organized under the laws of WYOMING (The "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those State for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

- **California: Commission of Corporations— North Dakota: Securities Commissioner**
- **Hawaii: Commissioner of Securitie— Rhode Island: Department of Business Regulation**
- **Illinois: Attorney General— South Dakota: Director of the Division of Securities**
- **Indiana: Secretary of State— Virginia: Clerk, Virginia State Corporation Commission**
- **Maryland: Securities Commissioner— Washington: Director of Financial Institutions**
- **Minnesota: Commissioner of Commerce— Wisconsin: Administrator, Division of Securities,**

Department of Financial Institutions

- **New York: Secretary of State**

New York Department of State's office at
One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.
AND
NY STATE DEPARTMENT OF LAW
LIBERTY STREET 21ST FL
NYC, NY 10005

Please mail or send a copy of any notice, process or pleading served under this consent to:

Robert C Rosenfeld
Ex. V.P. (Legal)
PO Box 23667
Chagrin Falls, OH 44023-0667
(216)-339-1531 robert@clickitgrou.com

Dated ________, 20__

Motherboard, Inc.,

____
Albert L. Harlow, Jr.
President

State of Ohio, County of Cuyahoga, Ss: Sworn to in my presence this ___ day of _______, 20__, by Albert L. Harlow, Jr., in his capacity as and for Motherboard, Inc.

____
Notary Public

EXHIBIT O – New Jersey
STATE SPECIFIC AMENDMENTS

Amend all of the time frames stated in paragraph XVI(a) and (b) **Termination of Franchise** to Sixty (60) days from Thirty (30) days.

Add to XXIII(J) **Venue**: or as provided in N.J. Statute 56:10-10

Franchise Agreement