



STANDARD FRANCHISE AGREEMENT
FOR
MOTHERBOARD, INC.

CONFIDENTIAL

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Proprietary Information.

No Portion in Whole or in Part, Can Be Reproduced or Copied
Without Written Approval by Motherboard, Inc.

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

If You Have Any Questions or Issues Whatsoever, Please
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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 & Subcontractors)
- I - Noncompetition Agreement (Equity Interest Owner)

the parties hereto agree.as follows:

I. GRANT OF FRANCHISE

A. Grant

Franchisor hereby grants to Franchise Owner and Franchise Owner hereby accepts, a Franchise under the terms and conditions as set forth herein for the right to operate The Click IT Store at a location to be agreed upon between Franchisor and Franchise Owner within a Protected Territory described in Attachment A (the "Protected Territory"). Once agreed upon, the address of the location shall be set forth on Attachment A. Franchisor also hereby grants, and the Franchise Owner hereby accepts a non-exclusive and personal license to use the Franchisor's Proprietary Marks, its advertising and merchandising methods, and the Franchisor's System provided the Franchise Owner shall adhere to the terms and conditions hereof.

B. Protected Territory

Franchisor hereby agrees that during the term of the Agreement, provided that the Franchise Owner is in full compliance with the Agreement, Franchisor will not grant a franchise to others to operate The Click IT Store within the Protected Territory of the Franchise Owner or operate a business utilizing the System at a location within the Protected Territory of the Franchise Owner.

II. TERM AND RENEWAL

A. Term

This Agreement shall be effective and binding for an initial term equal to fifteen (15) years from the date of this Agreement, unless terminated earlier pursuant to the provisions hereof.

B. Renewal

Franchise Owner shall have the right to renew this Franchise at the expiration of the initial term of the Franchise for two (2) additional successive terms of five (5) years, if all the following conditions have been fulfilled:

1. Franchise Owner has given Franchisor written notice of Franchise Owner's election to renew the term of this Agreement no later than ninety (90) days prior to the end of then-current term;
2. Franchise Owner has, during the entire term of this Agreement, substantially complied with all its provisions;

3. Franchise Owner maintains possession of The Click IT Store and by the expiration date of this Agreement has brought The Click IT Store into full compliance with the specifications and standards then applicable The Click IT Stores and presents evidence satisfactory to Franchisor that it has the right to remain in possession of The Click IT Store for the duration of any renewal term;
4. Franchise Owner has satisfied all monetary obligations owed by Franchise Owner to Franchisor and all of Franchisor's Affiliates and has timely met such obligations throughout the term of this Agreement;
5. Franchise Owner has executed Franchisor's then-current form of franchise agreement (with appropriate modifications to reflect the fact that the said agreement relates to the grant of a renewal franchise), which agreement shall supersede in all respects this Agreement, the terms of which may differ from the terms of this Agreement, including, without limitation, a higher continuing Service Fee and/or local advertising expenditure and additional fees; provided, however, Franchise Owner shall not be required to pay then-current initial franchise fee, but shall pay a renewal fee of ten percent (10%) of then-current initial franchise fee charged by Franchisor upon signing the new franchise agreement;
6. Each owner of an Equity Interest (as hereinafter defined) in Franchise Owner (and if such owner is not a natural person, then the natural person(s) owning, directly or indirectly, an Equity Interest in such owner) has, individually, guaranteed the performance of all obligations of Franchise Owner by executing and delivering the then-current form of guaranty prescribed by Franchisor. For purposes of this Agreement, "Equity Interest" shall mean any stock, partnership, membership, unit or other ownership interest in Franchise Owner or any subsidiary or affiliate of Franchise Owner;
7. Franchise Owner has complied with Franchisor's then-current qualification and training requirements; and
8. Franchise Owner has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and Franchisor's Affiliates and the respective directors, agents and employees.

III. COMMENCEMENT OF OPERATIONS

Franchise Owner agrees to open and commence operation of The Click IT Store as soon as practicable after construction and/or remodeling of The Click IT Store. At Franchisor's option, this Agreement may be terminated for voluntary abandonment of the Franchise in the event Franchise Owner fails, within 180 days after the date of this Agreement, to completely construct and/or remodel, equip, furnish and open to the public The Click IT Store that is approved by Franchisor in accordance with this Agreement. In the event Franchise Owner does not commence operating The Click IT Store within the time period set forth herein, such failure shall be deemed a breach of this Agreement pursuant to which Franchisor shall have the right to terminate this Agreement and retain the Initial Franchise Fee as liquidated damages, not as a penalty. Where Franchise Owner has exhibited due diligence in complying with this Section III, Franchisor may, at its option and in its sole discretion, consent in writing to an extension of the period specified herein.

IV. DESIGN OF THE CLICK IT STORE

A. Site Approval

Franchise Owner must locate a site for The Click IT Store and obtain the approval of Franchisor with respect to such site which shall be evidenced by its execution of a Site Location Addendum substantially in the form of Attachment A which is incorporated herein by reference. Approval by Franchisor of a proposed site will be given (if given at all) after Franchisor has reviewed all information required to be submitted by Franchise Owner regarding the proposed site and after Franchisor, in its sole and absolute discretion, has visited the proposed site.

Franchise Owner agrees to completely construct and/or remodel, equip and furnish The Click IT Store in accordance with Franchisor's specifications with respect to design, equipment layout, decor, color scheme and signage, all at the expense of Franchise Owner. Franchise Owner shall be responsible for and shall pay all expenses associated with the preparation of plans for construction of The Click IT Store, which plans shall be subject to approval by Franchisor. Franchise Owner shall ensure that such plans comply with all codes, regulations and ordinances that are applicable to the construction and/or remodeling of The Click IT Store.

FRANCHISOR ASSUMES NO DUTY TO REVIEW, INSPECT OR APPROVE THE CONSTRUCTION OF THE CLICK IT STORE WITH RESPECT TO COMPLIANCE WITH THE APPROVED PLANS OR ANY LEGAL REQUIREMENTS, INCLUDING THE AMERICANS WITH DISABILITIES ACT. ANY REVIEW, INSPECTION OR APPROVAL BY FRANCHISOR IS SOLELY FOR THE PURPOSE OF DETERMINING THE PROGRESS OF CONSTRUCTION OF THE CLICK IT STORE AND AUTHORIZING THE OPENING OF THE CLICK IT STORE. AUTHORIZATION BY FRANCHISOR TO OPEN THE CLICK IT STORE

IS PERMISSION ONLY AND NOT A REPRESENTATION, WARRANTY OR ASSURANCE:

1. THAT THE CLICK IT STORE HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS; OR

2. WITH RESPECT TO THE QUALIFICATIONS, CAPABILITIES, SUITABILITY, ADEQUACY OR PERFORMANCE OF ANY PERSON INVOLVED IN THE CONSTRUCTION OF THE CLICK IT STORE; OR

3. THAT ALL OR ANY PART OF THE CLICK IT STORE AS CONSTRUCTED IS SAFE, SUITABLE, FIT OR PROPER FOR ITS INTENDED USE OR PURPOSE; OR

4. THAT THE CONSTRUCTION OF THE CLICK IT STORE HAS BEEN PERFORMED IN A WORKMANLIKE MANNER AND IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLIES EVEN THOUGH FRANCHISOR MAY HAVE COMMENTED ON ANY OF THESE MATTERS IN CONNECTION WITH ANY REVIEW, INSPECTION OR APPROVAL. FRANCHISOR HAS NO LIABILITY TO FRANCHISE OWNER, FRANCHISE OWNER'S AFFILIATES OR ANY THIRD PARTY WITH RESPECT TO THE CONSTRUCTION OF THE CLICK IT STORE OR FRANCHISE OWNER'S ACTIVITIES.

B. Prior Approval by Franchisor

Franchise Owner shall not proceed with construction and/or remodeling of The Click IT Store until Franchise Owner has:

1. Obtained Franchisor's prior written approval of: (i) the location of The Click IT Store (which approval shall be evidenced by the execution and delivery of the Site Location Addendum) and the suitability of the location for use as The Click IT Store; (ii) the terms of the lease for the location of The Click IT Store; and (iii) any plans drafted by Franchise Owner's architect from the Franchisor's construction materials; and

2. Furnished to Franchisor, a copy or original of each of the agreements described in Section IV (D) below.

Prior to opening, Franchise Owner shall complete to Franchisor's satisfaction all preparations of The Click IT Store in accordance with specifications set forth in the Manual.

C. Signage

Franchise Owner, at his or her sole expense, agrees to erect, prominently display and maintain advertising signs of such design, color, number, location, illumination and size as Franchisor may reasonably require. All such signs or sign faces shall bear the Franchisor's Proprietary Marks. Franchise Owner further agrees to obtain all necessary permits and to comply with all codes, regulations or ordinances applicable to display of the required signage, all at the expense of Franchise Owner. The maintenance and repair of all signs shall be the sole responsibility and obligation of Franchise Owner. Franchise Owner shall not display at The Click IT Store any sign or signs not approved by Franchisor unless Franchisor shall give its prior written consent. Franchise Owner must comply with the Franchisor's sign criteria, as more fully set forth in the Manual. Any signage for sale at a Click IT website is approved and no written approval is necessary.

D. Lease of The Click IT Store

After receiving the Franchisor's written approval of the location of The Click IT Store (which approval shall be evidenced by the execution and delivery of the Site Location Addendum as aforesaid), Franchise Owner shall, at his or her expense, furnish to the Franchisor for its approval a copy of the proposed lease agreement for such location. The proposed lease agreement shall include as a part thereof a "Rider to Lease Agreement" (herein so-called) in substantially the form of Attachment C which is incorporated herein by reference. Prior to commencing construction and/or remodeling of The Click IT Store, Franchise Owner shall furnish the Franchisor with (i) a copy of the fully executed lease agreement, together with a copy of the fully executed Rider to Lease Agreement, all in the form so approved by the Franchisor, (ii) an original fully executed "Collateral Assignment of Lease" (herein so called) in substantially the form of Attachment D which is incorporated herein by reference thereto and (iii) if applicable, a copy of a fully executed "Subordination, Non-Disturbance and Attornment Agreement" from the landlord's mortgagee or beneficiary under a deed of trust in substantially the form of Attachment E which is incorporated herein by reference thereto.

Any lease with respect to the location of The Click IT Store shall have an initial term, or an initial term together with renewal terms, which is not less than three (3) years.

v. EQUIPMENT, FIXTURES AND FURNITURE

A. Use of Proper Equipment, Fixtures and Furniture

The Franchisor may provide Franchise Owner with specifications for brands and types of any equipment, fixtures, displays, exterior and interior signs and decorating accessories required for The Click IT Store, at Franchise Owner's expense. Specifications may include minimum standards for design, appearance and local zoning, sign and other restrictions. Franchise Owner may purchase or lease original and replacement equipment, fixtures, furniture, sign and decorating materials and services meeting such specifications from any source, which meets the specifications of the Franchisor. If Franchise Owner proposes to purchase or lease any item of equipment or any fixture, sign or decorating materials approved by the Franchisor as meeting its specifications, as set forth in the Manual, Franchise Owner shall first notify the Franchisor in writing. The Franchisor may require submission of enough specifications, photographs, drawings and/or other information and samples to determine whether such item of equipment, fixture, sign or decorating material meets its specifications. The Franchisor shall advise Franchise Owner within a reasonable period whether such item of equipment, fixture, furniture, sign or decorating material meets its specifications.

B. Specification Standards for Equipment

Franchise Owner shall comply with all specifications for types of equipment used in The Click IT Store as provided in this Agreement or in the Manual.

C. Point of Sale System

This Agreement and the Manual require the submission by Franchise Owner of certain financial, operational, and statistical information to Franchisor for the purpose, among other things, of assisting Franchise Owner in the operation of The Click IT Store in accordance with the System and to allow Franchisor to monitor the Gross Revenues of Franchise Owner. To achieve these results, cash collection and data processing systems are necessary. Franchise Owner agrees to purchase and use a point-of-sale cash collection and data processing system, and an internet-based point of sale reporting and communication service (collectively, the "POS System") from a vendor approved by Franchisor, and only the specified software authorized in writing by Franchisor or as may be set forth in the Manual. In addition, Franchise Owner shall pay for and obtain an on-going maintenance service for the POS System from an approved vendor. The POS System will include, without limitation, PC-based cash register, terminal(s), printer(s) and related software and data routing equipment. Franchisor shall have unlimited access to

the information and data generated by the POS System in order to compile sales data, consumer trends, labor costs, and other such financial and marketing information as it may deem appropriate. Franchisor shall have the right to distribute such information and data on a confidential basis to any or all franchise owners in the System and to any approved or prospective vendor, supplier, distributor or manufacturer of Franchisor. Franchise Owner shall utilize and, notwithstanding any other provision of this Agreement, pay for all future updates, supplements and modifications to the POS System, from time-to-time, including, without limitation, hardware, software and/or the entire POS System.

VI. TRAINING AND ASSISTANCE BY FRANCHISOR

A. Pre-Opening Training

1. The Franchisor will provide a pre-opening training program concerning the operation of The Click IT Store consisting of a one-day overview of the Franchise Program at the Franchisor's Headquarters plus up to one hundred (100) hours of training at a location chosen by the Franchisor (or other location suitable for classroom training) and an existing System The Click IT Store. Franchise Owner (or if Franchise Owner is a legal entity, the "Operating Partner" of the Franchise Owner) and one additional person, who will serve as manager of The Click IT Store, selected by Franchise Owner and approved by the Franchisor, shall attend such training program at no charge to the Franchise Owner. The Franchisor may charge a reasonable fee if the Franchise Owner sends additional employees to the initial training program. Franchise Owner shall be responsible for all travel, lodging, meals or other costs for itself and other attendee(s) which it sends to the initial training program. Franchise Owner or Franchise Owner's Operating Partner and Franchise Owner's manager must attend all training sessions. Satisfactory completion of all mandatory training sessions is required by all attendees. Failure to do so shall constitute a breach of this Agreement.

For purposes of this Agreement, "Operating Partner" shall mean a natural person, approved by Franchisor, who always owns not less than ten percent (10%) of an Equity Interest in Franchise Owner.

2. The Franchisor may conduct additional seminars or other training programs for the benefit of the Franchise Owner, and Franchise Owner (and/or Franchise Owner's employees) may attend any such seminar or program. The Franchisor may charge a reasonable fee for such seminar or program if it is deemed appropriate. All travel, lodging, meals and other expenses incurred by anyone attending training on behalf of the Franchise Owner shall be paid by Franchise Owner.

3. Franchise Owner may make reasonable requests for additional training, in addition to that specified above, and the Franchisor may, in its discretion, provide such training at Franchise Owner's expense, including, without limitation, any travel, lodging and meals and other related costs. The Franchisor may charge a reasonable fee for such additional training, if it is deemed appropriate.

4. Franchise Owner shall complete and shall cause its Operating Partner and its manager and other employees to complete, to the Franchisor's satisfaction, all such additional training as the Franchisor may reasonably require from time-to-time.

B. Opening Assistance

Franchisor will provide Franchise Owner with approximately forty-four hours (44) of classroom training and hours of on the job training prior to the opening of The Click IT Store and fifty-six (56) hours of on the job training. Franchisor will furnish to Franchise Owner, at The Click IT Store and at Franchisor's expense, one of Franchisor's representatives for the purpose of facilitating the opening of The Click IT Store. During this period, such representative will also assist Franchise Owner in establishing and standardizing procedures and techniques essential to the operation of The Click IT Store. Should Franchise Owner request additional assistance from Franchisor in order to facilitate the opening of The Click IT Store, and should Franchisor deem it necessary and appropriate, Franchise Owner shall reimburse Franchisor for the expenses of Franchisor's additional personnel and out-of-pocket expenses.

a) Non-Completion of Training by Franchise Owner

If Franchisor determines in its sole discretion that Franchise Owner is unable to satisfactorily complete the training program described above, Franchisor shall have the right to terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this paragraph, then Franchisor may keep the Initial Franchise Fee paid by Franchise Owner to Franchisor as liquidated damages, not as a penalty.

b) Additional Training Requirements

Franchisor from time-to-time may require that the Franchise Owner and/or Franchise Owner's Operating Partner, managers and other employees attend and successfully complete refresher training programs or seminars to be conducted at Franchisor's headquarters or at such other locations mutually convenient to the parties hereto, and at Franchise Owner's expense. Franchisor reserves the right to impose reasonable charges to cover the costs of instruction and training materials in connection with on-going training. Franchise Owner and its representatives shall be responsible for any other expenses incurred including meals, travel, lodging and wages.

VII. OBLIGATIONS OF THE FRANCHISOR

A. Layout of The Click IT Store

Provided that Franchise Owner leases or uses space in an existing building, the Franchisor will advise the Franchise Owner regarding the layout and design of The Click IT Store including location of walls and counters, if any, and the location of equipment and fixtures. The costs of leasehold improvements, signs and fixtures for finishing out The Click IT Store are the responsibility of the Franchise Owner.

B. Pre-Opening Training and Opening Assistance

The Franchisor will provide a pre-opening initial training program concerning the operation of The Click IT Store and certain on-site assistance at the time of opening, all as set forth in Section VI of this Agreement.

C. Site Location

The Franchise Owner has sole responsibility in selecting a site. Franchisor shall review and approve the Franchise Owner's site selection and lease agreement, based on an analysis of local competing businesses, demographics, visibility, accessibility, suitability of the premises to be leased, and other factors more fully described in Franchisor's Manual.

APPROVAL BY FRANCHISOR OF A SITE FOR THE CLICK IT STORE IS NOT A REPRESENTATION OR WARRANTY AS TO THE LIKELIHOOD OF SUCCESS OF THE CLICK IT STORE AT THAT SITE. APPROVAL BY FRANCHISOR OF THE PROPOSED FORM OF LEASE AGREEMENT FOR THE CLICK IT STORE IS SOLELY FOR ITS OWN BENEFIT AND PROTECTION AND IS A PERMISSION ONLY AND DOES NOT CONSTITUTE AN ASSURANCE, REPRESENTATION OR WARRANTY AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION (I) THE BUSINESS OR ECONOMIC TERMS OF THE TRANSACTION, (II) THE POTENTIAL PROFITABILITY OF THE CLICK IT STORE AT THAT LOCATION OR (III) MATTERS OF TITLE WITH RESPECT TO THE LOCATION. FRANCHISOR ASSUMES NO DUTY TO EXAMINE TITLE TO THE LOCATION OF THE CLICK IT STORE.

D. Operations Manual

The Franchisor shall loan to Franchise Owner one copy of the Manual, containing mandatory and suggested specifications, standards and operating procedures prescribed from time-to-time by the Franchisor, and information relative to other obligations of a Franchise Owner, and to the operation of The Click IT Store. This

Manual may cover such topics as Pre-Opening Procedures, Systems and Procedures, Personnel Policies, Marketing, Accounting and Bookkeeping and related matters as may be incorporated in such Manual from time-to-time. The Manual will remain confidential and the property of the Franchisor, constitutes a Trade Secret of the Franchisor, and may not be loaned out, duplicated, or copied in whole or in part in any manner. The Franchisor will have the right to add to and other rise modify the Manual from time-to-time, as it deems necessary, provided that no such addition or modification will alter the Franchise Owner's fundamental status and rights under this Agreement. The Franchise Owner must always follow the directives of the Manual, as may be modified by the Franchisor from time-to-time. Franchise Owner acknowledges and agrees that such compliance by Franchise Owner is necessary to protect the integrity and reputation of the System.

E. Continuing Assistance

In addition to the assistance rendered to the Franchise Owner prior to opening, Franchisor will provide continuing consultation and advice regarding business, operational, technical, pricing, sales and advertising matters, type of products and services offered, operation of The Click IT Store, and development of personnel policies. Franchisor will provide such assistance by telephone, or on the Click IT Group website, or, if the situation warrants, through on-site assistance of appropriate Franchisor personnel, as determined in the sole discretion of Franchisor at Franchise Owner's expense.

F. Advertising and Promotion

1. Franchisor may develop and provide creative materials for local and regional advertising and make such advertising materials available to its Franchise Owners for publication or distribution in the Franchise Owner's market area at Franchise Owner's own expense.
2. Franchisor may provide specific guidelines for advertising initiated by individual Franchise Owners and reserves the right to disapprove any advertising which, in Franchisor's opinion, is not in accordance with these guidelines.
3. Immediately upon notification to do so, Franchise Owner shall discontinue any advertising that would, in Franchisor's opinion, be detrimental to the System.

G. Suppliers

Franchisor may assist Franchise Owner in selecting suppliers for the products and services offered by Franchise Owner to its customers.

A. Pricing

Franchisor periodically will provide Franchise Owner suggested retail prices for the products and services offered at The Click IT Store. To the extent permitted by applicable law, Franchisor may require that Franchise Owner adhere to Franchisor's suggested prices, including maximum prices. Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor's suggested prices will optimize profits.

VIII. FEES AND PAYMENTS BY FRANCHISE OWNER

A. Initial Franchise Fee

By executing the Agreement, Franchise Owner agrees to become a Franchise Owner and to pay an Initial Franchise Fee equal to Thirty-Nine Thousand Nine Hundred Ninety-Six Dollars (\$39,996.00). This fee is payable upon execution of the Agreement and approval of the Franchise Owner by the Franchisor. The Initial Franchise Fee is paid by Franchise Owner to the Franchisor by tendering a certified check and/or electronic transfer of funds for each installment of the Initial Franchise Fee described herein. Each installment of the Initial Franchise Fee is fully earned by the Franchisor at the time of payment by Franchise Owner.

The Initial Franchise Fee is non-refundable.

The Initial Franchise Fee which Franchisor shall be entitled to retain pursuant to any provision of this Agreement shall be deemed liquidated damages, and not a penalty, to reimburse Franchisor for its loss of opportunity to grant a Franchise within the Protected Territory during the period this Agreement was in effect, and for any additional costs and expenses Franchisor may have incurred in selling the Franchise for such Protected Territory and in performing its obligations pursuant to this Agreement.

B. Payment of Service Fees

Franchise Owner agrees to pay to the Franchisor a Service Fee equal to six percent (6%) of The Click IT Store's weekly Gross Revenues. Franchise Owner shall submit to Franchisor a weekly report which provides a summary of the Gross Revenues generated by The Click IT Store for each seven (7) day period commencing upon the opening of The Click IT Store each Monday and ending at the close of business each Sunday (each such report shall be referred to herein as a "Weekly Report"). Franchise Owner shall submit each Weekly Report electronically in the format required by Franchisor. Franchise Owner shall submit each Weekly Report by the Monday following the week to which each Weekly Report pertains.

The weekly service fees shall be collectively referred to in this Agreement as "Service Fees." Franchise Owner hereby agrees to execute and deliver such instruments, agreements and other documents as may be necessary to enable Franchisor to present a

weekly bank draft on Franchise Owner's bank account for Service Fees, including, without limitation, the Authorization Agreement for Direct Debits (ACH Debits) attached to this Agreement as Attachment F. Franchise Owner hereby covenants to maintain enough funds in its account for the drafts initiated by Franchisor for Service Fees to be honored. Franchisor shall present such weekly bank drafts for Service Fees on Franchise Owner's bank account no later than Tuesday of each week.

Franchise Owner shall maintain a single bank account for its operating expenses, into which all its revenues are deposited, and all information regarding such accounts shall be made available to Franchisor during all times the account is active.

If a direct debit program is not available, Franchise Owner shall timely remit the Service Fees to the Franchisor via Franchise Owner-initiated wire transfers. Franchisor reserves the right to adopt other methods of payment as the Franchisor deems reasonable, including, without limitation, remitting of the Service Fees by U.S. Mail postmarked each Wednesday for the previous week (Monday through Sunday). Payment of the Service Fees shall commence the week following The Click IT Store opening, based on the first week's revenues, and shall continue thereafter during the term of this Agreement.

C. Interest for Late Payments

All Service Fee payments, local marketing expenditures, National Brand Fund payments, amounts due for purchases by Franchise Owner from the Franchisor or Franchisor's Affiliates, and other amounts which Franchise Owner owes to the Franchisor or Franchisor's Affiliates, not received on or before the due date shall be deemed overdue. If any payment or contribution is overdue, Franchise Owner shall pay to the Franchisor immediately upon demand the overdue amount, a late fee of \$100 per incident, plus interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per month. The foregoing shall be in addition to any other remedies the Franchisor may possess, as permitted by law.

Franchise Owner acknowledges that this paragraph shall not constitute agreement by the Franchisor to accept such payments after same are due or a commitment by the Franchisor to extend credit to, or other rise finance Franchise Owner's operation of The Click IT Store. Further, Franchise Owner acknowledges that Franchise Owner's failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided herein.

D. Definition of Gross Revenues

The term "Gross Revenues" means the amount of all receipts for the sale of any products or services of 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 Franchise Owner for transmittal to the appropriate taxing authority.

E . Franchisor's Right to Apply Franchise Owner Payments

Notwithstanding any designation by Franchise Owner, the Franchisor shall have the sole discretion to apply any payments by Franchise Owner to any past due indebtedness of Franchise Owner for Service Fee payments, purchases from the Franchisor and any of Franchisor's Affiliates, interest or any other indebtedness.

IX. ADVERTISING AND MARKETING

Recognizing the value of marketing and the importance of the standardization of advertising and promotion to the further race of the goodwill and the public image of The Click IT Store, Franchise Owner agrees as follows:

A . Initial Marketing Campaign

Franchise Owner shall spend up to Ten Thousand Dollars (\$10,000.00) for its initial marketing campaign. The Franchisor may advise Franchise Owner regarding the preparation and placement of such marketing campaign. Such monies must be spent either prior to and/or during the first ninety (90) days after the Franchise Owner opens The Click IT Store.

If so, requested by the Franchisor, Franchise Owner shall participate in a joint initial marketing campaign with other Franchise Owners in the same marketing area, who are opening The Click IT Store at about the same time as Franchise Owner. Franchise Owner shall use the advertising materials, techniques and concepts of the Franchisor and none other unless the Franchise Owner obtains the prior written approval of the Franchisor to use other materials, techniques and concepts.

B. Local Marketing Expenditures

Franchise Owner shall spend, as a minimum, for local marketing purposes the amount of three percent (3%) of The Click IT Store's monthly Gross Revenues, or Two Thousand Dollars (\$2,000.00), whichever is greater. Franchise Owner must send to the Franchisor, on a quarterly basis, evidence that it has paid such monies for local marketing purposes, according to the procedures described more fully in the Manual.

If one is created, the Franchise Owner is also required to join and participate in an ADI Marketing Cooperative (the "Co-op"), which is an association of all other Franchise Owners whose System the Click IT Stores are located within his or her Area of Dominant Influence ("ADI"). An ADI is a geographic market design 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, the funds of

which are to be used for marketing only for the mutual benefit of each Co-op member. Franchise Owner shall contribute to the pool in accordance with the rules and regulations of the Co-op, as determined by its members. Amounts contributed to the marketing pool by a Franchise Owner may be considered as spent for local marketing, and toward the minimum local marketing requirements as specified in this Agreement.

C. Local Marketing Plan

Franchise Owner shall create a local marketing plan by which Franchise Owner shall place local marketing in any media it desires, provided that such marketing conforms to the standards and requirements of the Franchisor as set forth in the Manual, or other rise designated by Franchisor.

Franchise Owner may not advertise The Click IT Store in connection with any other business, except with the Franchisor's prior written approval. Franchise Owner shall obtain the Franchisor's prior approval of all advertising and promotional plans and materials that Franchise Owner desires to use at least thirty (30) days before the start of any such plans unless such plans and materials have been previously approved by the Franchisor. Franchise Owner shall submit such plans and materials to the Franchisor by email or through the certified mail, "Return Receipt Requested." Franchise Owner shall not use such plans or materials until they have been approved by the Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans and materials upon the request of the Franchisor. Any plans or materials submitted by Franchise Owner to the Franchisor that have not been approved or disapproved in writing, within thirty (30) days of receipt thereof by the Franchisor, shall be deemed disapproved.

D. Brand Fund

- 1) Franchise Owner shall pay to the Brand Fund the amount of one percent (1%) of The Click IT Store's monthly Gross Revenues. Franchisor may use the Brand Fund 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 or regional in scope) and/or any other activities that the Franchisor believes it would benefit the System, including the following: social media such as Facebook, Twitter, etc.; advertising campaigns in various media; point-of-purchase materials; review of locally-produced ads; free standing inserts; brochures; purchasing and/or developing promotional materials; market research, including secret shoppers; 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. Franchisor will not use the Brand Fund for any activity whose sole purpose is the marketing of franchises; however, Franchise Owner acknowledges that the Company's website, public relations activities, community involvement activities and other activities that may be supported by the Brand Fund may contain information about franchising opportunities.

Franchisor will 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 the placement. Franchisor does not guarantee that Franchise Owner will benefit from the Brand Fund in proportion to Franchise Owner's contributions to the Brand Fund.

- 2) Beginning on the date that the first franchised the Click IT Store opens for business, The Click IT Store operated by the Franchisor or its affiliated companies will contribute to the Brand Fund on the same basis as comparable franchises. Franchisor will not use any contributions to the Brand Fund to defray any of its general operating expenses, except for reasonable administrative costs and overhead that it incurs in activities reasonably related to the administration of the Brand Fund or the management of Brand Fund-supported programs (including salaries of Franchisor personnel who devote time to Brand Fund activities). Franchisor will separately account for the Brand Fund, but Franchisor does not need to segregate Brand Fund monies from its other monies.
- 3) Any point-of-sale materials produced with Brand Fund monies will be made available to Franchise Owner at a reasonable cost, and the proceeds of such sales will be credited to the Brand Fund. Franchisor is not required to have an independent audit of the Brand Fund and may spend in any fiscal year an amount greater or less than the aggregate contribution of all The Click IT Stores to the Brand Fund during that year or cause the Brand Fund to invest any surplus for its future use. Franchisor will make available an unaudited statement of contributions and expenditures for the Brand Fund no sooner than ninety (90) days after the close of Franchisor's fiscal year to Franchise Owners who make a written request for a copy.

X. ACCOUNTING AND BOOKKEEPING RECORDS

A. Bookkeeping, Accounting and Records

Franchise Owner shall maintain during the term of this Agreement and shall preserve for a minimum of seven (7) years thereafter, full, complete accurate records of all sales, marketing activities, closeout sheets, payroll and accounts payable in accordance with the standard accounting system described by the Franchisor in the Manual or otherwise specified in writing.

B. Submission of Financial Statements

Franchise Owner shall, at its expense, submit to the Franchisor, within fifteen (15) days of the end of each calendar month during the term of this Agreement, on forms prescribed by the Franchisor, a financial statement, which may be unaudited, for the preceding month, including

both an income statement and balance sheet. Franchise Owner shall also, at its expense, submit to the Franchisor within sixty (60) days of the end of each fiscal year of Franchise during the term of this Agreement, a complete financial statement for the said fiscal year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as the Franchisor may require. Each financial statement shall be signed by Franchise Owner or by Franchise Owner's Treasurer or Chief Financial Officer, attesting that the statement is true and correct and prepared in accordance with the Franchisor's requirements. Franchise Owner shall also submit to the Franchisor its current financial statement and other forms, records, reports, information and data as the Franchisor may reasonably designate, in the form, and at the times and the places reasonably required by the Franchisor, upon request, and as specified from time-to-time in the Manual or otherwise specified in writing.

B. Franchisor's Right to Audit

The Franchisor has the right at any time during business hours and without prior notice to examine, compile, review, or audit all business records, financial and other wise, relating to Franchise Owner's Click IT Store.

If such examination or audit discloses an understatement of Gross Revenues of five percent (5%) or more for any month, or if an examination or audit of the Franchise Owner's books and records is made necessary by the failure of the Franchise Owner to furnish supporting records, financial statements or other documents or information as required by this Agreement or the failure to furnish such reports, records, financial statements, documents or information on a timely basis, the Franchise Owner shall reimburse the Franchisor upon written notice for the cost of such examination, compilation, review or audit. Such cost shall include, but not be limited to, compensation of audit personnel and the travel expenses, lodging and meals.

C. Entity Franchise Owner

If the Franchise Owner is or becomes an entity, such as a corporation, partnership, limited liability company or other legal entity, either prior to executing this Agreement, or at any time during the term of this Agreement, the following requirements shall apply:

1. Franchise Owner shall promptly furnish to Franchisor upon request certified copies of the following: (a) Franchise Owner's articles of incorporation or charter, bylaws and other governing documents, and any and all amendments the redo, and resolutions of the board of directors authorizing entry into this Agreement, if Franchise Owner is a corporation; or (b) Franchise Owner's partnership agreement and other governing documents, and any and all amendments thereto, and resolutions of the general partners, and limited partners, if necessary, authorizing entry into this Agreement, if Franchise Owner is a partnership; or (c) Franchise Owner's articles of organization, operating agreement and other governing documents, and any and all amendments there to, and resolutions of the members and/or

managers authorizing entry into this Agreement, if Franchise Owner is a limited liability corporation; and (iv) any and all such other documents as Franchisor may require.

2. Franchise Owner shall maintain a current list of all owners of an Equity Interest (as such term is defined in Section II (B) (6) of this Agreement) in the Franchise Owner and its subsidiaries and affiliates and the percentage ownership interest of each such person and a list of all officers, directors, managers or others in such form as Franchisor may require, and Franchise Owner shall furnish same to Franchisor promptly upon request.

3. Each owner of an Equity Interest in Franchise Owner (and if any such owner is not a natural person, then the natural person(s) owning, directly or indirectly, an Equity Interest in such owner) shall jointly and severally guarantee Franchise Owner's payment and performance hereunder and shall bind the selves to the terms of this Agreement by executing a Guaranty of Franchise Owner's Undertakings in substantially the form of Attachment B to this Agreement; provided, however, that the requirements of this subsection shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly-Held Corporation").

4. Anything in this Agreement to the contrary notwithstanding, if Franchise Owner is a legal entity, the Operating Partner (as such term is defined in Section VI (A) (1) of this Agreement) must have authority to bind the Franchise Owner to obligations related to this Agreement and shall be required to satisfactorily complete Franchisor's training program. The Operating Partners shall be required to work at The ClickIT Store as required by Section XI (L) of this Agreement. The execution of this Agreement evidences Franchisor's approval of the following Operating Partner designated by Franchise Owner and identified below, subject to the satisfactory completion by the Operating Partner of Franchisor's training program:

[PRINT OR TYPE NAME OF OPERATING PARTNER]

The Franchise Owner shall not designate a new Operating Partner without the prior written approval of Franchisor, in its sole discretion.

5. All issued and outstanding share certificates or other certificates evidencing the ownership of any Equity Interest in the corporation, partnership, corporation or other legal entity shall bear a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TERMS, CONDITIONS AND RESTRICTIONS CONTAINED IN A FRANCHISE AGREEMENT BETWEEN _____ AND MOTHERBOARD, INC., DATED _____, 20____.

XI. STANDARDS OF QUALITY AND PERFORMANCE

Franchise Owner shall comply with the entire System developed by the Franchisor including, without limitation, the following:

A. Secure Site and Open the Click IT Store in 180 Days

Within ninety (90) days after the date of this Agreement, Franchise Owner must obtain the Franchisor's written approval of the site for the Franchised Business and the proposed lease agreement for the location of The Click IT Store and furnish to Franchisor a fully executed copy or original of each of the agreements described in Section IV (D) above. If Franchise Owner for any reason fails to satisfy the foregoing requirements as herein provided, Franchisor shall have the right to terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this paragraph, the Franchisor may keep the Initial Franchise Fee paid by Franchise Owner to Franchisor as liquidated damages, not as a penalty.

Franchise Owner shall commence operation of The Click IT Store not later than one-hundred and eighty (180) days after the date of this Agreement. Prior to such opening, Franchise Owner shall have procured all necessary licenses, permits, and approvals, including, without limitation, construction permits and licenses, and shall have hired and trained personnel made all leasehold improvements, and purchased and installed necessary equipment, and procured a representative inventory as required by the Franchisor. If Franchise Owner for any reason fails to commence operations as herein provided, unless Franchise Owner is precluded from doing so by war or civil disturbance or natural disaster, such failure shall be considered a default hereunder and the Franchisor may terminate this Agreement in the manner herein provided. If this Agreement is terminated pursuant to this paragraph, the Franchisor may keep the Initial Franchise Fee paid by Franchise Owner to Franchisor as liquidated damages, not as a penalty.

B. Image of The Click IT Store

Franchise Owner agrees to maintain the condition and appearance of the premises of The Click IT Store consistent with the Franchisor's standards for the image of The Click IT Store as an attractive, pleasant and comfortable The Click IT Store.

Franchise Owner agrees to affect such reasonable maintenance of The Click IT Store as is required from time-to-time to maintain or improve the appearance and efficient operation of The Click IT Store, including replacement of worn out or obsolete fixtures, furniture and signs, repair of the exterior and interior of The Click IT Store and decorating. If at any time in the Franchisor's judgment the general state of repair or the appearance of the premises of The Click IT Store or its equipment, fixtures, furniture, signs or decor does not meet the Franchisor's standards, the Franchisor shall so notify Franchise Owner, specifying the action to be taken by Franchise Owner to correct such deficiency. If Franchise Owner fails or refuses to initiate within fifteen (15) days after receipt of such notice, and there after continue, and promptly complete, a bona fide program to complete any required maintenance, the Franchisor shall have the right (but not the obligation), in addition to all other remedies, to enter upon the premises of The Click IT Store and effect such maintenance on behalf of Franchise Owner, and Franchise Owner shall pay the entire costs on demand. Franchise Owner's obligation to initiate and continue any required maintenance shall be suspended during any period in which such maintenance is impossible due to war, civil disturbance or natural disaster or other event beyond Franchise Owner's reasonable control.

C. No Alteration to The Click IT Store

Franchise Owner shall make no material alterations to the improvements of The Click IT Store nor shall Franchise Owner make material replacements of or alterations to the equipment, fixtures, furniture or signs of The Click IT Store without the prior written approval by the Franchisor.

D. Use of Premises

The location of The Click IT Store approved by the Franchisor in accordance with this Agreement shall be used solely for the purpose of operating The Click IT Store.

E. Authorized Products and Services

Franchise Owner agrees to offer for sale and sell at The Click IT Store all types of merchandise, products and/or services that the Franchisor from time-to-time authorizes, and Franchise Owner shall not offer for sale or sell at The Click IT Store any other category of merchandise, products or services, or use such premises for any purpose other than the operation of The Click IT Store in full compliance with this Agreement.

F. Sale of Trademarked or Copyrighted Product Lines

Franchise Owner agrees, as part of the consideration for this Agreement, that Franchise Owner will carry an adequate supply and maintain a representative inventory of items and merchandise packaged under the Franchisor's trademarks and/or copyrights, if any, and Franchise Owner shall maintain, carry and promote such items and merchandise for sale or lease to the general public in order to meet customer demands as designated by the Franchisor.

G. Approved Manufacturers, Suppliers and Distributors

From time-to-time, the Franchisor may provide to Franchise Owner a list of approved manufacturers, suppliers, and distributors for all products and services necessary to operate The Click IT Store. The Franchisor may revise the approved list of manufacturers, suppliers and distributors from time-to-time at its sole discretion.

H. Authorized Equipment, Fixtures, and Supplies

All supplies, equipment, materials and related items, forms and other materials used in the operation of The Click IT Store shall conform to the specifications and quality standards established by the Franchisor from time-to-time. If Franchise Owner desires to purchase any items from an unapproved supplier, Franchise Owner shall submit to Franchisor a written request for approval of such supplies or shall request supplier to do so. Franchisor approval shall not be unreasonably withheld. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facility and that samples from the supplier be delivered at Franchisor's option either to Franchisor or to an independent consultant designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the testing shall be paid by Franchise Owner or the supplier. The Franchisor reserves the right, at its option, to reinspect the facilities and products of such approved suppliers, from time-to-time, and to revoke its approval upon supplier's failure to continue to meet any of the Franchisor's criteria for standards and specifications. The Franchisor shall be entitled upon request, to periodically review inventory reports from the Franchise Owner, including product identification and serial numbers, if applicable, for compliance with the foregoing requirements.

I. Specifications, Standards and Operating Procedures

1. Franchise Owner agrees to fully comply with all mandatory specifications, standards, operating procedures and rules as in effect from time-to-time relating to:
2. The safety, maintenance, cleanliness, function and appearance of The Click IT Store and its equipment, fixtures, furniture, decor and signs and maintenance thereof;
3. Procedures regarding purchasing of any trademarked product line or copyrighted materials and other inventory items;

4. Procedures and techniques regarding merchandising activities;
5. Training, dress, general appearance and demeanor of The Click IT Store's employees;
6. Hours during which The Click IT Store will be attended and open for business;
7. Advertising and promotional programs;
8. Use and retention of standard forms;
9. Type, quantity and variety of equipment, trademarked product lines and copyrighted materials and inventory items;
10. Use and illumination of signs, posters, displays and similar items;
11. Identification of Franchise Owner as the owner of The Click IT Store; and
12. The handling of customer complaints.

Mandatory specifications, standards, operating procedures and techniques and other rules prescribed from time-to-time by the Franchisor in the Manual or otherwise communicated to Franchise Owner in writing, shall constitute provisions of this Agreement, as if fully set forth herein. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures and rules.

J. Licenses, Permits and Certificates

Franchise Owner shall secure and maintain in force all required licenses, permits and certificates relating to the operation of The Click IT Store and shall operate The Click IT Store in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, equal opportunity, trade regulation, workers' compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes.

K. Products with the Proprietary Marks

Franchise Owner shall in the operation of The Click IT Store, use and display, labels, forms and other paper products imprinted with the Proprietary Marks and colors as prescribed from time-to-time by the Franchisor.

L. Supervision of The Click IT Store

The Franchise Owner, or the Franchise Owner's Manager (if appropriate), if the Franchise Owner is a legal entity, must devote a majority of his or her time and efforts to the management and operation of The Click IT Store. Franchise Owner or Franchise Owner's Manager must work at The Click IT Store at least twenty (20) hours per week during the first two (2) years of The Click IT Store's operations. In addition, the Franchise Owner must always have a fully trained Manager operate The Click IT Store when the Franchise Owner or Franchise Owner's Manager is not

personally managing and operating The Click IT Store. Franchise Owner shall keep the Franchisor informed always of the identity of any employee(s) acting as Manager(s) of The Click IT Store. The Franchisor shall make training available, as is reasonable and necessary, for all Managers designated by Franchise Owner. The Franchisor may provide such training at then-current rates charged by the Franchisor. Franchise Owner agrees that it will always faithfully, honestly and diligently perform its obligations hereunder and that it will not engage in any business or other activities that will conflict with its obligations hereunder.

M. Inventory and Supplies Prior to Opening

Prior to commencement of operation of The Click IT Store, Franchise Owner shall adequately supply The Click IT Store with representative equipment, fixtures, signs, and inventory as prescribed by the Franchisor, and any other items of the type, quantity and quality as specified by the Franchisor in the Manual.

N. Continued Use of Inventory and Supplies

Franchise Owner shall always maintain at The Click IT Store an adequate inventory of all products and services required by the Franchisor.

O. Use of Advertising and Promotional Activities

All advertising and promotional activities that Franchise Owner conducts in any medium shall be conducted in a dignified manner and shall accurately promote, describe and otherwise represent the products and services of The Click IT Store and shall have been approved in writing by the Franchisor prior to the use by Franchise Owner. Franchise Owner agrees to refrain from any advertising or promotional practice that is unethical or may be injurious to the business or reputation of the Franchisor or the goodwill associated with the Proprietary Marks.

P. Notice of Legal Proceedings

Franchise Owner shall notify the Franchisor in writing within five (5) days of the commencement of or the threatening of any action, suit, or proceeding, or of the issuance or the threatened issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation, financial condition or reputation of The Click IT Store.

Q. Internet Use

Franchise Owner shall not establish a website on the Internet using any domain name containing the words "Click IT" or any variation thereof. The Franchisor

retains the sole right to advertise on the Internet and create a website using any of the foregoing or related domain names. Franchise Owner acknowledges that Franchisor is the owner of all rights, titles and interest in and to such domain names as Franchisor shall designate. Franchisor retains the right to pre-approve Franchise Owner's use of linking and framing between Franchise Owner's web pages and all other websites. Franchise Owner shall, within five (5) days, dismantle any frames and links between Franchise Owner's web pages and any other websites, if requested by Franchisor.

XII. PROPRIETARY MARKS

A. Franchisor's Ownership of Proprietary Marks

Franchise Owner acknowledges and agrees that the Franchisor is the owner of the Proprietary Marks, and Franchise Owner's right to use the Proprietary Marks is derived solely from this Agreement and is limited to the conduct of the business by Franchise Owner pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by the Franchisor from time-to-time during the term of this Agreement. Any unauthorized use of the Proprietary Marks by Franchise Owner is a breach of this Agreement and an infringement of the rights of the Franchisor in and to the Proprietary Marks.

Franchise Owner acknowledges and agrees that all usage of the Proprietary Marks by Franchise Owner and any goodwill established by Franchise Owner's use of the Proprietary Marks shall inure to the exclusive benefit of the Franchisor and that this Agreement does not confer any goodwill or other interests in or to the Proprietary Marks upon Franchise Owner. Franchise Owner shall not, at any time during the term of this Agreement, or after its termination or expiration, contest the validity or ownership of any of the Proprietary Marks or assist another person in contesting the validity or ownership of any of the Proprietary Marks. All provisions of this Agreement applicable to the Proprietary Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchise Owner by the Franchisor.

B. Franchise Owner's Use of Proprietary Marks

Franchise Owner shall not use any Proprietary Mark as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may Franchise Owner use any Proprietary Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by the Franchisor. Franchise Owner agrees to comply with all notices of trademark and/or service mark registrations as the Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law or as requested by the Franchisor. Franchise Owner shall not use any of the Proprietary Marks in any manner that has not been specified or approved by the Franchisor prior usage.

C. Unauthorized Use of Proprietary Marks

Franchise Owner shall immediately notify the Franchisor in writing of any apparent infringement of or challenge to Franchise Owner's use of the Proprietary Marks, which it becomes aware of, and of any claim by any person of any right in the Proprietary Marks or any similar trade name, trademark, or service mark of which Franchise Owner becomes aware. Franchise Owner shall not directly or indirectly communicate with any person other than the Franchisor and its counsel in connection with any such infringement, challenge, or claim. The Franchisor shall have sole discretion to take such action as it deems appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Proprietary Marks. Franchise Owner agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of the Franchisor's counsel, be necessary or advisable to protect and maintain the interests of the Franchisor in any such litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or to otherwise protect and maintain the interests of the Franchisor in the Proprietary Marks.

D. Franchisor's Right to Modify

If it becomes advisable at any time in the Franchisor's sole discretion, for the Franchisor and/or Franchise Owner to modify or discontinue use of the Proprietary Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchise Owner agrees to comply with the Franchisor's directions within a reasonable time after notice to Franchise Owner by the Franchisor. The Franchisor shall have no liability or obligation whatsoever with respect to Franchise Owner's modification or discontinuance of the Proprietary Marks. Franchise Owner agrees that any costs for modifying or changing the Proprietary Marks will be borne by Franchise Owner and such modification or change of Proprietary Marks will be completed by Franchise Owner within a reasonable period after notification by the Franchisor.

E. Franchisor's Right to Inspect the Click IT Store

In order to preserve the validity and integrity of the Proprietary Marks and copyrighted materials licensed herein, and to assure that Franchise Owner is properly employing the same in the operation of its The Click IT Store, the Franchisor or its agents shall have the right of entry and inspection of Franchise Owner's premises at all reasonable times and, additionally, shall have the right to observe the manner in which Franchise Owner is rendering its products and services and conducting its operations. The Franchisor or its agents shall have the right to confer with Franchise Owner's employees and customers, and to inspect equipment, trademarked items, supplies or inventory for evaluation purposes in order to make certain that the equipment, trademarked items, supplies, inventory, services and operations are satisfactory and meet the quality control provisions and performance standards established by the Franchisor from time-to-time.

F. Purchase of Proprietary Products

Prior to the time Franchise Owner opens The ClickIT Store, Franchise Owner may be obligated to purchase certain products, supplies and equipment from certain designated suppliers. In addition, Franchise Owner may be obligated during the term of the Agreement to purchase from the Franchisor or one of the Franchisor's Affiliates certain proprietary products in order to properly operate The Click IT Store.

XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Definitions

"Confidential Information" means any information or data, other than "Trade Secrets" (as defined below), that is of value and treated as confidential by Franchisor, including, without limitation, any information designated as a Trade Secret by Franchisor, but which is ultimately determined, under applicable law, not to constitute a "trade secret," provided that same otherwise meets the definition of Confidential Information. FRANCHISE OWNER ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT AND THE MANUAL ARE CONFIDENTIAL INFORMATION.

"Trade Secrets" means any information, without regard to form, related to Franchisor, and Franchisor's Affiliates, including technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, plans and specifications for designated products, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

B. Non-Disclosure Covenant

Franchise Owner acknowledges that Franchise Owner and owners of an Equity Interest in Franchise Owner, its subsidiaries and affiliates, may be exposed to certain Confidential Information and Trade Secrets of the Franchisor during the term of the Franchise Agreement, and that the unauthorized use or disclosure of such information or data by Franchise Owner, or owners of an Equity Interest in Franchise Owner, could cause immediate and irreparable harm to the Franchisor. Accordingly, except to the extent that it is necessary to use such information or data to perform his or her express obligations under this Agreement, Franchise Owner shall not (and shall take diligent measures to ensure that

each owner of an Equity Interest in Franchise Owner, its subsidiaries and affiliates, and the irrespective employees and agents shall not), without the express prior written consent of the Franchisor, publish, disclose, transfer, release or divulge to any other person or entity, or use or modify for use, directly or indirectly, in any way for any person or entity:

1. Any of the Confidential Information during the term of this Agreement and for a period of two (2) years after the termination of this Agreement; and
2. any of the Trade Secrets at any time during which such information shall constitute a Trade Secret before or after termination of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FRANCHISOR'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET"); AND ANY COMPONENT OF THE SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

As a condition to Franchisor entering into this Agreement, and from time-to-time during the term of this Agreement, Franchise Owner shall cause each owner of an Equity Interest in Franchise Owner (and each owner of an Equity Interest in any subsidiary or affiliate of Franchise Owner, as Franchisor may request) to execute and deliver a confidentiality agreement in substantially the form of Attachment G attached hereto.

C. Injunctive Relief Available to Franchisor

Franchise Owner acknowledges that any failure to comply with the requirements of this paragraph of this Agreement will cause the Franchisor irreparable injury, and the Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements. Franchise Owner agrees to pay all court costs and reasonable attorneys' fees incurred by the Franchisor in obtaining specific performance of, or an injunction against, any violation of the requirements of this Agreement. The foregoing remedies shall be in addition to any other legal or equitable remedies that the Franchisor may possess. Franchisor shall not be required to post a bond in excess of \$1,000 or other security with respect to obtaining injunctive relief.

D. Franchise Owner's Employees Will Not Disclose Proprietary Information

The Franchise Owner may disclose the proprietary information only to such of its

employees, agents and representatives as must have access to it in order to operate The Click IT Store.

Franchise Owner shall enter into a confidentiality agreement in substantially the form of Attachment H attached hereto with Franchise Owner's manager and each assistant manager at The Click IT Store. Franchise Owner shall not disclose, or permit the disclosure of, any Confidential Information or Trade Secret to any employee (including, without limitation, Franchise Owner's manager and assistant managers) until that person executes and delivers a confidentiality agreement in substantially the form of Attachment H attached hereto. Franchisor shall be a third-party beneficiary of such confidentiality agreements entered by Franchise Owner with its employees and shall have the right to enforce its provisions independently of Franchise Owner.

E. Franchisor's Patent Rights and Copyrights

The Franchisor does not own rights in, or to, any patents that are material to the Franchise. However, the Franchisor claims a copyright in the Manual and certain marketing, sales, and operations literature. Furthermore, the Franchisor does claim rights to certain Trade Secrets and Confidential Information as discussed above.

F. Ownership of Newly Developed Products and Services

Franchise Owner must fully and promptly disclose to the Franchisor all ideas, names, concepts, methods and techniques relating to the development, operation or promotion of his or her The Click IT Store, conceived or developed by him or her or by employees during the term of this Agreement. The Franchisor has the perpetual right to use and authorize Click IT Stores to use such ideas, names, concepts, methods and techniques and, if incorporated into Franchisor's System for the development, operation or promotion of The Click IT Store, such ideas, names, concepts, methods and techniques become the sole and exclusive property of Franchisor without any consideration to Franchise Owner, in as much as they are derivative ideas or products of the Franchisor's Proprietary Information.

XIV. MODIFICATION OF THE SYSTEM

Franchise Owner recognizes and agrees that from time-to-time hereafter the Franchisor may change or modify the System as presently described in the Manual, and as identified by the Franchisor's Proprietary Marks, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of merchandise and products, new inventory, new equipment requirements or new techniques and that Franchise Owner will accept, use and display for the purpose of this Agreement any such changes in the System, as if they were part of this Agreement at the time of execution hereof. Franchise Owner will make such expenditures as such changes or modifications in the System may reasonably require. Franchise Owner shall not change, modify or alter in any way any material aspect of the System, without the prior written consent of the Franchisor.

XV. INSURANCE OBLIGATIONS

A. Overall Insurance Coverage Required

Franchise Owner must procure, prior to opening The Click IT Store and shall maintain in full force and effect during the term of this Agreement, at Franchise Owner's expense, an insurance policy or policies protecting the Franchisor, and the officers, directors, partners, agents, and employees of both the Franchisor and Franchise Owner, against any loss, liability, personal injury, death, property damage, or expense whatsoever arising from or occurring upon or in connection with operating The Click IT Store. The Franchisor must be named as an additional insured on all such policies. The extent of coverages amounts of insurance, deductibles, and other matters relating to the scope of coverage and the quality of the insurer may be set forth in the Manual.

B. Qualified Insurance Carrier

All insurance policies required under this Agreement shall be written by an insurance company satisfactory to the Franchisor, naming the Franchisor as an additional insured, whenever possible, in accordance with standards and specifications set forth in the Manual or otherwise specified in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time-to-time by the Franchisor), the limits set forth in the Manual for the following categories of required insurance:

1. Comprehensive general liability instance including, but not limited to, product liability coverage and personal injury coverage;
2. Property damage liability insurance covering at a minimum the perils of fire and extended coverage and vandalism;
3. Workers' Compensation and employer's liability insurance as prescribed by state law;
4. An umbrella policy;
5. Hired and non-owned automobile coverage; and
6. Such other insurance that may be required by the statutes or other laws of the state or any local governmental entity in which The Click IT Store is located and operated.

C. No Limitations on Coverage

Franchise Owner's obligations to obtain and maintain the foregoing insurance policies, in the policy limits set forth in the Manual, shall not be limited in any way by reason of

any insurance which may be maintained by the Franchisor, nor shall Franchise Owner's performance of this obligation relieve it of liability under the indemnity provisions set forth in this Agreement. Franchise Owner may maintain such additional insurance as it may consider advisable.

D. Evidence of Coverage

Upon obtaining the insurance required by this Agreement and on each policy renewal date the rafter, Franchise Owner must promptly submit evidence of satisfactory insurance and proof of payment thereof to the Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days' prior written notice to the Franchisor.

E. Franchisor May Procure Insurance Coverage

Should Franchise Owner, for any reason, fail to procure or maintain the insurance required by this Agreement, as described from time-to-time by the Manual or otherwise in writing, Franchisor shall then have the right and authority (but no obligation) to procure such insurance and to charge same to Franchise Owner, which charges, together with a reasonable fee for the Franchisor's expenses in so acting, shall be payable by Franchise Owner immediately upon notice from the Franchisor.

F. Certificate of Insurance

Franchise Owner must submit to the Franchisor, at least annually, and otherwise upon request by the Franchisor a copy of the certificate of renewal or other evidence of the renewal, existence or extension of such insurance policies.

XVI. TERMINATION OF FRANCHISE

A. By Franchise Owner

If Franchise Owner is in compliance with this Agreement and the Franchisor materially breaches this Agreement and fails to cure such breach within thirty (30) days after written notice is delivered to the Franchisor (or if such breach is not susceptible to cure within thirty (30) days, then if Franchisor fails to promptly commence and the rafter diligently pursue the cure of such breach until cured), the then Franchise Owner may terminate this Agreement and the Franchise effective thirty (30) days after delivery to the Franchisor of notice thereof. Any termination of this Agreement and the Franchise by Franchise Owner, without complying with the foregoing requirements, or for any reason other than a material breach of this Agreement by the Franchisor and the Franchisor's failure to cure, or diligently pursue the cure of, such material breach within thirty (30) days after receipt of written notice thereof, shall be deemed a termination by Franchise Owner without

cause.

B. By Franchisor

Franchise Owner acknowledges that the strict performance of all the terms of this Agreement is necessary not only for protection of the Franchisor, but also for the protection of Franchise Owner and other franchise owners of the Franchisor. As a result, Franchise Owner the reform acknowledges and agrees that strict and exact performance by Franchise Owner of each of the covenants and conditions contained in this Agreement is a condition precedent to the continuation of this Agreement. If Franchise Owner shall breach any provision of this Agreement, then the Franchisor shall notify Franchise Owner in writing of such breach, specifying its nature and giving Franchise Owner thirty (30) days in which to remedy same. If Franchise Owner shall fail to remedy such breach during said thirty (30) days, then the Franchisor may terminate this Agreement and the Franchise effective immediately upon receipt by Franchise Owner of notice of termination.

C. Termination of Franchise -- Without Cure

Notwithstanding the foregoing, Franchise Owner shall be deemed to be in breach and the Franchisor, at its option, may terminate this Agreement and all rights granted under it, without affording Franchise Owner any opportunity to cure the breach, effective immediately upon the Franchisor notifying Franchise Owner in writing of such breach, upon the occurrence of any of the following:

1. Franchise Owner abandons, surrenders, or transfers control of the operation of The Click IT Store, or fails to continuously and actively operate The Click IT Store, unless precluded from doing so by damage to the premises of The Click IT Store due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchise Owner's reasonable control;
2. Franchise Owner consistently (meaning twice or more in any twelve (12) month period) fails or refuses to submit when due any financial statement, tax return or schedule, or pay when due the Service Fees or any other payments or submit any required reports due to the Franchisor or any other party related to this Franchise;
3. Franchise Owner operates The Click IT Store in a manner that violates any federal, state, or local law, rule, regulation or ordinance in the absence of a good- faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief the reform;
4. Franchise Owner or any owner of an Equity Interest in Franchise Owner

has made a material misrepresentation on his or her application to own and operate the Franchise;

5. Any transfer or assignment of this Agreement or any Equity Interest in Franchise Owner or any sale or transfer of The Click IT Store without complying with the provisions of this Agreement applicable to same (including, without limitation, Section XIX (B) hereof);
6. Franchise Owner discloses or divulges the contents of the Manual, or any other Confidential Information or Trade Secret provided to Franchise Owner by the Franchisor or any of Franchisor's Affiliates to any third party or permits any owner of an Equity Interest in Franchise Owner or any of its subsidiaries or affiliates or any employee of Franchise Owner to disclose or divulge any such information;
7. Franchise Owner receives three (3) or more notices of breach or default under Section XVI (B) hereof during the term of this Agreement, whether or not such breaches or defaults are cured after notice;
8. Franchise Owner engages in any activity which has a material adverse effect on the Franchisor and/or the Proprietary Marks and/or engages in any other business at The Click IT Store;
9. Franchise Owner or any owner of an Equity Interest in Franchise Owner is convicted of a felony or has pleaded *nolo contendere* to a felony;
10. Franchise Owner breaches or defaults under Franchise Owner's lease agreement for The Click IT Store and fails to cure said default within any applicable grace or cure period provided for in such lease agreement;
11. Franchise Owner understates by five percent (5%) or more of its Gross Revenues in connection with any report required to be submitted to Franchisor;
12. Franchise Owner or any owner of an Equity Interest in Franchise Owner repeatedly engages in the excessive use of alcohol and/or drugs during working hours;
13. Franchise Owner misuses or makes any unauthorized use of the Proprietary Marks, engages in any business or markets any service or product under a name which is confusingly like the Proprietary Marks, or otherwise materially impairs the goodwill associated with the Proprietary Marks or Franchisor's rights therein;
14. Any threat or danger to public safety results from the construction,

maintenance or operation of The Click IT Store;

15. Franchise Owner fails to comply with any of the covenants contained in Section XVIII of this Agreement;
16. Franchise Owner fails to obtain and maintain all required permits and licenses under state and local law;
17. Any judgement or consent decree is entered against Franchise Owner or the owner of an Equity Interest in Franchise Owner in any case or proceeding involving allegations of fraud, racketeering, unfair and deceptive trade practices or similar claims which is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated with the Franchisor's interest therein;
18. Franchise Owner knowingly maintains false books or records or submits any false statements, applications or reports to Franchisor;
19. Franchise Owner fails to (i) locate a site for The Click IT Store and obtain Franchisor's approval with respect to same, as evidenced by a fully executed Site Location Addendum, (ii) obtain Franchisor's written approval of Franchise Owner's proposed lease agreement for the location of The Click IT Store, and (iii) furnish to Franchisor a fully executed copy or original, as the case may be, of each of the agreements described in Section IV (D) of this Agreement, all within 180 days after the date of this Agreement or
20. Franchise Owner fails to strictly comply with the product and quality control standards and specifications, fails to have suppliers approved by Franchisor or otherwise fails to meet any other significant specifications or guidelines set forth in the Manual.

D. Termination by Franchisor--Immediately and Without Notice

Notwithstanding the foregoing, Franchise Owner shall be in breach under this Agreement and all rights granted under this Agreement will automatically terminate without notice to Franchise Owner, upon the occurrence of any of the following:

1. Franchise Owner makes an assignment for the benefit of creditors or makes an admission of Franchise Owner's inability to pay its obligations as they become due; or
2. Franchise Owner files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or

admitting or failing to contest the material allegations of any such pleading filed against him, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Franchise Owner or The Click IT Store, or the claims of creditors of Franchise Owner or The Click IT Store are abated or subject to moratorium under any laws.

E. Force Majeure

Motherboard, Inc., and the Franchise Owner shall not be responsible or liable for delay or failure in the performance of the promises and agreements on its part to be performed hereunder, including, but not limited, to: by reason of fire, earthquake, flood, explosion, accident, strikes, difference with or inability to secure workmen, scarcity of labor, scarcity of materials, scarcity of fuel, inability to secure material, fuel, labor, fires, floods, storms, accidents, breakage of machinery, transportation embargoes, scarcity of cars, governmental regulations or orders, perils of navigation, acts of public enemies, mobs or rioters, or acts of God or of the public enemy, voluntary or involuntary compliance with any valid or invalid statute, order, regulation, request or recommendation of any governmental agency or authority, or other cause beyond the control of Motherboard, Inc., or Franchise Owner respectively, made, such delay shall be excused during the continuance of and to the extent of said cause and the contract period for performance shall be extended for a period equal to the duration of such cause, provided, however, that if such delay exceeds one (1) year, the obligations hereunder of Motherboard, Inc., or Franchise Owner respectively shall be terminated except for the obligation of Franchise Owner to make payment for the original franchise fee, services and or goods.

For any agreement entered into between April 28, 2020, and, the termination of the current COVID-19 Pandemic, this clause shall not be effective for any time period prior to the actual opening date of the Click IT Store.

[Note of Explanation: The Franchise Owner can obtain financing, research the location for and lease a retail store, engage in company training, hire and train employees, build out the retail store, and do all things necessary to open said retail store, except actually open the store's doors to the general public. Non-retail sales may commence upon the approval of Motherboard, Inc.]

XVII. FRANCHISE OWNER'S OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

A. Payment of Monies Owed to Franchisor

Franchise Owner shall pay to the Franchisor, within fifteen (15) days after the date of termination or expiration of this Agreement, any Service Fees, payments for inventory, equipment or merchandise, or any other sums owed to

the Franchisor, or Franchisor's Affiliates, by Franchise Owner, which are then unpaid.

B. Return of Manual and Other Materials

Franchise Owner further agrees that upon termination or expiration of this Agreement, it will immediately return to the Franchisor all originals and copies of the Manual, training aids and any other materials which have been loaned or provided to Franchise Owner by the Franchisor or Franchisor's Affiliates. Franchise Owner further agrees to turn over to the Franchisor any other manuals, customer lists, rolodexes, records, files, instructions, correspondence and brochures, computer software, CD's and DVD's and any and all other Confidential Information and Trade Secrets relating to the operation of The Click IT Store in Franchise Owner's possession, custody, or control and all copies thereof (all of which are acknowledged to be the Franchisor's sole property), and will retain no copy or record of the foregoing, excepting only Franchise Owner's copy of this Agreement and any correspondence between the parties hereto, and any other documents which Franchise Owner reasonably needs for compliance with any provision of law.

C. Cancellation of Assumed Names and Transfer of Phone Numbers

Franchise Owner further agrees that upon termination or expiration of this Agreement, that Franchise Owner will take such action that may be required to cancel all assumed names or equivalent registrations relating to Franchise Owner's use of any Proprietary Marks and to notify any telephone company and/or listing agencies of the termination or expiration of Franchise Owner's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Proprietary Marks or with The Click IT Store and to authorize transfer of same to the Franchisor. Franchise Owner must acknowledge in writing that as between the Franchisor and Franchise Owner, the Franchisor has the sole rights to and interests in all telephone numbers and directory listings associated with any Proprietary Marks or The Click IT Store. Franchise Owner must further authorize the Franchisor, and duly appoint the Franchisor as its attorney in fact, to direct the telephone companies and all listing agencies to transfer the number and listings to the Franchisor. Should Franchise Owner fail or refuse to do so, the telephone companies and all listing agencies may accept such direction in this Agreement as conclusive evidence of the exclusive rights of the Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

D. Cease Using Proprietary Marks

Franchise Owner further agrees that, upon termination or expiration of this Agreement, Franchise Owner shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures, and techniques associated with the Franchisor and the Proprietary Marks and any proprietary marks and distinctive forms, slogans, symbols, computer formats, signs, logos or devices associated with the System. Franchise Owner will cease to use, without limitation, all

signs, advertising materials, stationery, forms, and any other articles that display the Proprietary Marks.

E. Cease Operating the Click IT Store

Franchise Owner agrees to immediately cease to operate The Click IT Store under this Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former Franchise Owner of the Franchisor.

F. No Confusion with Proprietary Marks

If Franchise Owner continues to operate or subsequently begins to operate any other business after termination or expiration of this Agreement, Franchise Owner shall not use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute the Franchisor's exclusive rights in and to the Proprietary Marks, and Franchise Owner further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with the Franchisor or a former association or connection with the Franchisor.

G. Franchisor's Option to Purchase Franchise Owner's the Click IT Store

Franchise Owner further agrees that, upon termination or expiration of this Agreement, Franchisor shall have the right, but not the obligation, pursuant to the Collateral Assignment of Lease Attachment D or other agreement, to assume the Franchise Owner's lease agreement for the location of The Click IT Store with his or her landlord, if applicable. In addition, the Franchisor shall have the right, but not the obligation, to acquire Franchise Owner's interest in any or all of the assets of The Click IT Store as Franchisor in its sole discretion may determine, including all signs, fixtures, equipment, leasehold improvements, covenants and other contract rights, inventory, products, supplies and all items bearing the Franchisor's Proprietary Marks. The purchase price shall be equal to the lesser of the depreciated or amortized net book value thereof calculated using the shortest depreciation or amortization schedules permitted the reform or the fair market value of such assets (less the amount of any outstanding liens or encumbrances assumed by Franchisor).

Franchisor's right to purchase shall be exercised by written notice to Franchise Owner not later than ninety (90) days after termination or expiration of this Agreement.

1. In the event that the Franchise Owner is the owner of fee simple title to the real estate wherein The Click IT Store is located, the Franchisor shall have the right, but not the obligation, to enter into a lease agreement with the Franchise Owner for a period of not more than ten (10) years, as the Franchisor shall select, and at a rate equal to or not more than the fair market rental value for The Click IT Store

location at the time of termination or expiration of this Agreement.

2. In the event Franchisor exercises its option to purchase The Click IT Store, or any of the assets thereof, the purchase price will be reduced by:
 - a. any amounts due from Franchise Owner to Franchisor;
 - b. any amount required to perform such remodeling, repairs, replacements, and redecoration in and upon The Click IT Store location as Franchisor shall deem reasonably necessary and practical to bring The Click IT Store location, including equipment, fixtures and signage, up to then-current standards of newly developed System the Click IT Stores; and
 - c. any current and/or long-term liabilities of the Franchise Owner assumed by Franchisor.

H. Modification of Premises

Immediately upon termination or expiration of this Agreement for any reason, Franchise Owner shall make such modifications or alterations to the premises of The Click IT Store operated under this Agreement as may be necessary to distinguish the appearance of the premises from that of other The Click IT Stores and shall make such specific additional changes to The Click IT Store premises as the Franchisor may reasonably request for that purpose. In the event the Franchise Owner fails or refuses to comply with this requirement, the Franchisor shall have the right to enter upon the premises without being guilty of trespassing or any other tort for the purpose of making or causing to be made such changes as may be required, at the expense of the Franchise Owner, which expense the Franchise Owner agrees to pay upon demand.

XVIII. COVENANTS

A. Best Efforts

Franchise Owner covenants that during the term of this Agreement, and except as otherwise approved in writing by Franchisor, Franchise Owner shall devote Franchise Owner's best efforts to the efficient and effective management and operation of The Click IT Store.

B. Franchise Owner Receives Proprietary Information

Franchise Owner specifically acknowledges that pursuant to this Agreement, Franchise Owner will receive valuable training and confidential information, including, without limitation, Confidential Information, Trade Secrets, information regarding promotional, operational, sales, and marketing methods and techniques of the Franchisor and the System.

C. Non-Competition

1. Franchise Owner shall not, during the term of this Agreement, on Franchise Owner's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any Person engaged in any The Click IT Store business (other than The Click IT Store) which generates twenty percent (20%) or more of its retail sales specializing in I-T products and services and other related items located at the Location or within a radius of thirty (30) miles of the Location and /or any other Click IT Store business.
2. Franchise Owner shall not, for a continuous uninterrupted period of two (2) years commencing upon the expiration or termination of this Agreement (regardless of the cause for termination) on Franchise Owner's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any Person own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any Person engaged in any Click IT Store business (other than The Click IT Store) which generates twenty percent (20%) or more of its retail sales from IT services and which is located at the Location or within a radius of thirty (30) miles of the Location and/or any other Click IT Store business.
3. Franchise Owner acknowledges and agrees that the type and period of restrictions imposed by the covenants in this Section XVIII are fair and reasonable. If the scope of any limitations and restrictions imposed by the covenants in this Section XVIII are too broad to permit enforcement thereof as written,, then such limitations or restrictions shall be enforced to the maximum extent thereof as written, then such limitation or restrictions shall be enforced to the maximum extent permitted by law and Franchise Owner and Franchisor hereby expressly consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such limitations or restrictions.
4. As a condition to Franchisor entering into this Agreement, and from time-to-time during the term of this Agreement, Franchise Owner shall cause each owner of an Equity Interest in Franchise Owner to execute and deliver to Franchisor a non-competition agreement in substantially the form of Attachment I attached hereto.

D. No Undue Hardship

Franchise Owner acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on

Franchise Owner, since Franchise Owner has other considerable skills, experience and education which afford Franchise Owner the opportunity to derive income from other endeavors.

E. Inapplicability of Restrictions

Section XVIII shall not apply to the ownership by Franchise Owner of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

F. Independence of Covenants

The parties agree that each of the covenants in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section XVIII is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which the Franchisor is a party, Franchise Owner expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made part of this Agreement.

G. Policies and Values

Franchise Owner understands and acknowledges that the Franchised Business must follow the Franchisor's operating policies and stated principles as presented in the Operations Manual.

H. Modification of Covenants

Franchise Owner understands and acknowledges that Franchisor shall have the right, in Franchisor's discretion, to unilaterally reduce the scope of any covenant set forth in this Section XVIII or any portion thereof, without Franchise Owner's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall forthwith comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XVIII hereof.

I. Enforcement of Covenants

Franchise Owner expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Agreement. Franchise Owner agrees to pay all costs and expenses (including reasonable attorneys' fees and expenses) incurred by Franchisor in connection with the enforcement of the covenants set forth in this Agreement.

J. Injunctive Relief

Franchise Owner acknowledges that its violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchise Owner hereby consents to the entry of an injunction prohibiting any conduct by Franchise Owner in violation of the terms of the covenants not to compete set forth in this Agreement.

Franchisor shall not be required to post a bond in excess of \$1,000 or other security with respect to obtaining injunctive relief. Franchise Owner expressly agrees that it may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through Franchise Owner's unlawful utilization of Franchisor's Confidential Information and Trade Secrets.

K. Written Agreements

As a condition to Franchisor entering into this Agreement, and from time-to-time during the term of this Agreement, Franchise Owner shall cause each Owner of any Equity Interest to execute and deliver to Franchisor, a noncompetition agreement in substantially the form of Attachment I attached hereto.

XIX. ASSIGNMENT

A. Assignment by Franchisor

Franchisor shall have the right to freely transfer or assign all or part of its rights or obligations under this Agreement to any assignee or other legal successor to the interests of the Franchisor without Franchise Owner's consent.

B. Assignment by Franchise Owner

1. The rights and duties created by this Agreement are personal to Franchise Owner. Accordingly, except as otherwise permitted herein, neither Franchise Owner nor any owner of an Equity Interest in Franchise Owner shall, without the prior written consent of Franchisor, directly or indirectly, sell, assign, transfer (including, without limitation, any transfer occurring by *inter vivo* transfer or, upon death, by testamentary disposition or pursuant to the laws of intestate succession), convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in this Agreement or any Equity Interest in Franchise Owner. Any

such purported transfer or assignment occurring by operation of law or otherwise without the prior written consent of Franchisor, shall constitute a breach of this Agreement by Franchise Owner and shall be null and void. Franchise Owner shall not, without first complying with the Right of First Refusal provided in Section XIX(C) hereof and without obtaining the prior written consent of Franchisor, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer The Click IT Store, or any part thereof, including, without limitation, the leasehold interest of Franchise Owner in the premises on which The Click IT Store is located or any of the equipment, fixtures, furniture, interior and exterior signs, displays, decorating accessories, advertising materials, inventory and other items of real or personal property used in connection with the operation of The Click IT Store.

2. For all proposed transfers or assignments of this Agreement, and for all proposed transfers or assignments of any Equity Interest in the Franchise Owner, Franchisor will not unreasonably withhold its consent to any transfer or assignment which is subject to the restrictions of this Section; provided, however, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the date of the proposed transfer or assignment:

- a. Upon each direct or indirect transfer of an interest in this Agreement or any Equity Interest in the Franchise Owner, Franchise Owner shall, within five (5) days prior to such transfer, furnish Franchisor with an estoppel agreement indicating any and all causes of action that Franchise Owner may have against Franchisor, or stating that none exist and a list of all persons having an Equity Interest in the Franchise Owner, together with the percentage ownership interest of each such person and the names of all officers, directors, managers or other in such form as Franchisor may require;
- b. Franchise Owner is not in default under the terms of this Agreement, the Manual or any other obligations owed to Franchisor and all its then due monetary obligations to Franchisor and Franchisor's Affiliates have been paid in full;
- c. Franchise Owner and all persons owning an Equity Interest in the Franchise Owner shall have executed a general release in a form prescribed by Franchisor of any and all claims and causes of action, if any, against Franchisor and Franchisor's Affiliates, and the irrespective officers, directors, agents, representatives and employees;
- d. The transferee/assignee has demonstrated to Franchisor, in its sole and absolute discretion, that the transferee/assignee meets all of Franchisor's then-current requirements for new franchise owners and possesses good moral character and reputation, satisfactory credit ratings, acceptable business qualifications and the ability to fully comply with the terms of this Agreement;
- e. The transferee/assignee, as franchise owner, has assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing executes an assumption agreement approved by Franchisor;

- f. If the transferee/assignee is an entity franchise owner, the transferee/assignee has designated a natural person who is a shareholder, partner, member, or other owner of such entity approved in writing by Franchisor owning not less than ten percent (10%) of the equity interest in such entity as the "Operating Partner";
- g. The transferee/assignee, as franchise owner, executes such other documents as Franchisor may require, including, without limitation, a new franchise agreement (with appropriate modifications to reflect the fact that said agreement is entered into in connection with a transfer or assignment of this Agreement) in the form of then-current franchise agreement used by Franchisor in order to assume all of the obligations of this Agreement, to the same extent, and with the same effect, as previously assumed by the assignor;
- h. The transferee/assignee, the Operating Partner, the manager, assistant managers and other employees responsible for the operation and management of The Click IT Store have satisfactorily completed Franchisor's then current training program;
- i. The transferee/assignee does not operate, or participate or own an interest in, directly or indirectly, an entity which operates a franchise, license or other business offering services like those offered by Franchisor.
- j. The transferee/assignee has paid to Franchisor a transfer fee equal to fifty percent (50%) of the then-current Initial Franchise Fee imposed by Franchisor under its then-current Franchise Agreement;
- k. If the transferee/assignee is an entity franchise owner, the transferee/assignee shall cause all shareholders, partners, members or other owners of such entity to jointly and severally guarantee the transferee's/assignee's payment and performance under this Agreement by executing and delivering a guaranty agreement in form and substance satisfactory to Franchisor;
- l. If the transferee/assignee is an entity franchise owner, all issued and outstanding share certificates or other certificates evidencing the ownership of any interest in such entity shall bear a legend in substantially the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TERMS, CONDITIONS AND RESTRICTIONS CONTAINED IN A FRANCHISE AGREEMENT BETWEEN _____ AND MOTHERBOARD, INC., DATED _____, 20_____.

- m. Franchisor shall have the right to impose such additional conditions to its consent to any such proposed transfer or assignment as Franchisor may deem reasonably necessary under the circumstances, including, without limitation, the temporary closure of The Click IT Store in order that same may be brought into compliance with Franchisor's then-current standards.

Consent to a transfer or assignment by Franchisor shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise.

Anything in this Agreement to the contrary notwithstanding, if Franchise Owner is a natural person who assigns or transfers this Agreement to a legal entity in which such natural person owns one hundred percent (100%) of the Equity Interest, no transfer fee under Section XIX (B) shall be due; provided, however, such assignment or transfer shall be subject to all other terms and conditions of this Agreement applicable to entity franchise owners (including, without limitation, Section X (D)).

C. Franchisor's Right of First Refusal

If Franchise Owner desires to accept a bona fide offer from a third party to purchase Franchise Owner's interest in The Click IT Store or substantially all the assets of The Click IT Store, or if Franchise Owner desires to sell The Click IT Store or substantially all the assets of The Click IT Store and has found a willing buyer, Franchise Owner shall notify Franchisor in writing of such offer and shall offer to sell the same to Franchisor upon the same terms and conditions, and shall provide such information and documentation relating to such offer as Franchisor requires. Franchisor shall have the option, exercisable within thirty (30) days after the receipt of such offer and other information and documentation, to send written notice to Franchise Owner that Franchisor intends to purchase such property on the same terms and conditions offered by or to the third party, or the cash equivalent thereof, at Franchisor's option. If Franchisor elects to purchase such property, closing shall occur within ninety (90) days after the end of such thirty (30) day period. If Franchisor does not elect to purchase such interest within such thirty (30) day period, Franchise Owner may sell or transfer such property to a third party; provided that such sale or transfer is made within ninety (90) days after the end of such thirty (30) day period, that such sale or transfer is made at a price and on terms no more favorable than those offered to Franchisor, that all applicable requirements of this Paragraph XIX are met, and that the purchaser agrees that after such sale or transfer, The Click IT Store shall continue to be operated under the Proprietary Marks and using the System.

D. Transfer Upon Death or Mental Incapacity

In addition to, and not in limitation of, the provisions of Section XIX (B) of this Agreement, upon the death or mental incapacity of Franchise Owner or any owner of an Equity Interest in Franchise Owner, the executor, administrator, or personal representative of that person must transfer his or her interest in this Agreement or the Franchise Owner, as the case may be, to a third party approved by the Franchisor within ninety (90) days after death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any *inter vivo* transfer. However, in the case of a transfer by devise or

inheritance, if the heirs or beneficiaries of any such deceased person are unable to meet the conditions contained in this Agreement, the personal representative of such deceased person shall have a reasonable time in the sole discretion of the Franchisor, to dispose of such deceased's person's interest, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within a reasonable time (as determined by the Franchisor in its sole discretion), the Franchisor may terminate this Agreement.

XX. OPERATION IN THE EVENT OF ABSENCE, INCAPACITY OR DEATH

In order to prevent any interruption of the business of The Click IT Store which would cause harm to said business and the depreciated value, Franchise Owner authorizes the Franchisor, in the event that Franchise Owner (or, in the case of an entity franchise owner, the Operating Partner) is absent or incapacitated or dies, and is not in the sole judgment of the Franchisor, able to operate The Click IT Store hereunder, to operate The Click IT Store for so long as the Franchisor deems necessary and practical, and without waiver of any other rights or remedies the Franchisor may have under this Agreement; provided, however, that in the event that the Franchisor should commence to operate The Click IT Store, the Franchisor shall not be obligated to operate The Click IT Store for a period of more than ninety (90) days. All monies from the operation of The Click IT Store during such period of operation by the Franchisor shall be kept in a separate account and the expenses of The Click IT Store, including reasonable compensation and expenses for the Franchisor's representatives, shall be charged to said account. If, as herein provided, the Franchisor temporarily operates The Click IT Store, Franchise Owner agrees to indemnify and hold harmless the Franchisor and any representative of the Franchisor who may act hereunder, from any and all claims arising from the acts and omissions of the Franchisor and its representative arising therefrom.

XXI. INDEPENDENT CONTRACTOR

A. No Fiduciary Relationship

It is understood and agreed by the parties hereto that this Agreement does not establish a fiduciary relationship between them, that the Franchise Owner shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

B. Franchise Owner Is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, Franchise Owner shall hold itself out to the public as an independent contractor operating its business pursuant to a Franchise Agreement from the Franchisor. Franchise Owner agrees to take

such affirmative actions as may be necessary to do so, including, without limitation, exhibiting a public notice of that fact, the content and display of which the Franchisor shall have the right to specify from time-to time.

XXII. WAIVER

No failure of the Franchisor to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchise Owner with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the Franchisor's right to demand exact compliance with any of the terms herein. Waiver by the Franchisor of any particular default or breach by Franchise Owner shall not affect or impair the Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature; nor shall any delay, forbearance, or omission of the Franchisor to exercise any power or right arising out of any breach or default by Franchise Owner of any of the terms, provisions, or covenants hereof, affect or impair the Franchisor's right to exercise the same; nor shall such constitute a waiver by the Franchisor of any succeeding breach by Franchise Owner of any terms, covenants or conditions of this Agreement.

XXIII. ENFORCEMENT

A. Judicial Enforcement, Injunction and Specific Performance

The Franchisor shall have the right to enforce by judicial process its right to terminate this Agreement for the causes enumerated in this Agreement, to collect any amounts owed to the Franchisor for any unpaid Service Fees, or other unpaid charges due hereunder, arising out of The Click IT Store conducted by Franchise Owner pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchase, or security agreements or other agreements, including, without limitation, the Collateral Assignment of Lease, with Franchise Owner. The Franchisor shall be entitled without bond to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If the Franchisor secures any such injunction or orders of specific performance, Franchise Owner agrees to pay to the Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, and other litigation expenses and travel and living expenses, and any damages incurred by the Franchisor as a result of the breach of any provision of this Agreement.

B. Severability and Substitution of Valid Provisions

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder or requires the taking of some other action not required hereunder, the prior notice or

other action required by such law or rule shall be substituted for the notice or other requirements hereof.

C. Franchise Owner May Not Withhold Payments Due Franchisor

Franchise Owner agrees that Franchise Owner will not withhold payments of any Service Fees or any other amounts of money owed to the Franchisor for any reason on grounds of alleged nonperformance by the Franchisor of any obligation hereunder. Franchisor reserves the right to debit the bank account of Franchise Owner by bank draft.

D. Rights of Parties Are Cumulative

The rights of the Franchisor and Franchise Owner hereunder are cumulative, and the exercise or enforcement by the Franchisor or Franchise Owner of any right or remedy hereunder shall not preclude the exercise or enforcement by the Franchisor or Franchise Owner of any other right or remedy hereunder which the Franchisor or Franchise Owner is entitled by law or equity to enforce.

E. Governing Law

This Agreement shall be governed by Common Law Principles of Conflict of Law; including, state and federal statutes.

F. Binding Effect

This Agreement is binding upon the parties hereto and the respective permitted assigns and successors in interest.

G. Construction

This Agreement and other agreements or instruments referred to herein or which relate to the purchase or lease by Franchise Owner from the Franchisor of any fixtures, signs, equipment, merchandise, or the like, constitute the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Franchisor and Franchise Owner relating to the subject matter of this Agreement. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "Franchise Owner" as used herein is applicable to one or more persons, a corporation or partnership, or such other form of legal entity as the Franchisor shall approve from time-to-time, as the case may be; the singular usage includes the plural; and the masculine, feminine and neuter usages each, includes the other.

H. Attorney Fees

In the event any legal proceedings between the parties hereto arise under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees

and court costs from the other party.

I. Modification

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and supersede all prior oral and written understandings and agreements between the parties. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto.

J. Venue

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 Interests Law; including, state and federal statutes and the venue for any proceeding relating to the provisions of this Agreement is to be Geauga County, Ohio.

XXIV. INDEMNIFICATION

Franchise Owner understands and agrees that nothing in this Agreement authorizes Franchise Owner to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name. Franchise Owner further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Franchise Owner in its conduct of The Click IT Store, or any claim or judgment arising therefrom. Franchise Owner shall indemnify and hold harmless Franchisor and Franchisor's Affiliates and their respective officers, directors, shareholders, managers, members, employees and agents from and against any and all claims, damages, losses, liabilities, costs and expenses (including attorney fees) (collectively, "Damages"), arising directly or indirectly from, as a result of, or in connection with, any breach of this Agreement by Franchise Owner or the purchase, ownership and operation of The Click IT Store or by reason of any act occurring on or at The Click IT Store premises or by reason of an omission relating to The Click IT Store, as well as the costs, including attorneys' fees and court costs, of settling or defending against claims for Damages.

XXV. TAXES, PERMITS AND INDEBTEDNESS

A. Franchise Owner Must Pay Taxes Promptly

Franchise Owner shall promptly pay when due all taxes levied or assessed, including, without limitation, payroll, unemployment and sales taxes, and shall promptly pay when due all accounts and other indebtedness of any kind incurred by Franchise Owner in operating The Click IT Store.

Franchise Owner shall pay the Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on the Franchisor with respect to any payments to the Franchisor required under this Agreement, unless the Franchisor credits the tax against income tax otherwise payable by Franchisor.

B. Franchise Owner Can Contest Tax Assessments

In the event of any bona fide dispute as to any liability for taxes assessed or other indebtedness, Franchise Owner may contest the validity or the amount of the tax or indebtedness in accordance with the proper procedures of the taxing authority or applicable law; however, in no event shall Franchise Owner permit a tax sale or seizure by levy of execution or similar liens, writ or warrant, or attachment by a creditor to occur against the premises of The Click IT Store or any improvements therein.

C. Franchise Owner Must Comply with Laws

Franchise Owner shall, at Franchise Owner's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Agreement all permits, certificates and licenses necessary for the full and proper conduct of The Click IT Store, including, without limitation, any required permits, licenses to do business, fictitious name filings and registrations, sales tax permits, health inspections and fire clearances.

D. Franchise Owner Must Notify Franchisor of Lawsuits

Franchise Owner shall notify the Franchisor in writing within five (5) days of notice of the commencement of, or against the threat of, any action, suit, or proceeding by or against Franchise Owner, and of the issuance of, or against the threat of, any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which arises out of, concerns, or may affect the operation or financial condition of The Click IT Store, including, without limitation, any criminal action or proceedings brought by Franchise Owner against its employees, customers, or other persons.

XXVI. RESTRICTIONS ON GOODS AND SERVICES OFFERED BY FRANCHISE OWNER

This Agreement provides that the Franchise Owner may not be associated either directly or indirectly with a business competitive with The Click IT Store. The Franchise Owner is not limited as to the customers to whom it may sell the products and services authorized by the Franchisor.

A Franchise Owner may not offer for sale at The Click IT Store any products or services not related to IT. Franchise Owner may not use The Click IT Store for any other purpose than the operation of The Click IT Store.

The Franchisor, from time-to-time, may conduct market research and testing to determine the viability of new products and services. A Franchise Owner must cooperate by participating in such programs and by purchasing and promoting the sale of such test products, if required by the Franchisor.

XXVII. NOTICES

All written notices permitted or required to be delivered by the provisions of this Agreement or of the Manual shall be delivered by Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal address which the notifying party has on record.

XXVIII. VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, the Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any The Click IT Store franchise based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which the Franchisor deems to be of importance to the successful operation of such franchise owner's System The Click IT Store. Franchise Owner shall not have any right to complain about a variation from standard specifications and practices granted to any other Franchise Owner and shall have no right to require the Franchisor to grant to Franchise Owner a like or similar variation.

XXIX. AUTHORITY

Franchise Owner or, if Franchise Owner is a corporation, partnership or other legal entity, the individuals executing this Agreement on behalf of such corporation or partnership, warrant to the Franchisor, both individually and in their capacities as partners or officers, that all owners of an Equity Interest in Franchise Owner, have read and approved this Agreement, including any restrictions which this Agreement places upon their right to transfer the irrespective Equity Interests in the Franchise Owner.

XXX. SPECIAL REPRESENTATIONS

Franchise Owner (and each owner of an Equity Interest in Franchise Owner if Franchise Owner is a legal entity) hereby represents as follows:

- A. That it has conducted an independent investigation of the Franchisor's business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchise Owner as an independent business person. The Franchisor expressly disclaims the making of, and Franchise Owner acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Agreement.
- B. Franchise Owner acknowledges having received, read, and understood this Agreement, including all Attachments hereto; and Franchise Owner further acknowledges that the Franchisor has accorded Franchise Owner ample time and opportunity to consult with advisors of his/her own choosing about the potential benefits and risks of entering into this Agreement.
- C. Franchise Owner acknowledges that it has received a complete copy of this Agreement, with all attachments referred to herein, and agreements relating hereto, if any, at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Franchise Owner further acknowledges that it has received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission, entitled "Information for Prospective Franchise Owners Required by the Federal Trade Commission," at least fourteen (14) calendar days prior to the date on which this Agreement was executed; and
- D. Franchise Owner also acknowledges that prior to the date of this Agreement, no other Agreement was entered, no promises were made by the Franchisor, and no funds were offered to or accepted by the Franchisor.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this _____ day of _____, 20_____.

FRANCHISOR: MOTHERBOARD, INC.

By: _____

Name: _____

Title: _____

FRANCHISE OWNER:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

ATTACHMENT A

SINGLE SITE LOCATION ADDENDUM

This form must be completed for each Location Granted.

THIS SITE LOCATION ADDENDUM is made this ____ day of _____, 20____, by and between Motherboard, Inc., a Wyoming corporation, ("Franchisor") and _____

("Franchise Owner");

WITNESSETH:

WHEREAS, Franchisor and Franchise Owner are parties to a Franchise Agreement dated _____ (the "Franchise Agreement") by the terms of which Franchisor has granted to Franchise Owner the right and license to establish and operate a location in a designated Protected Territory of The Click IT Store ("The Click IT Store") pursuant to Franchisor's System and Proprietary Marks; and,

WHEREAS, Franchise Owner has selected and presented to Franchisor proposed sites for The Click IT Store which Franchisor has confirmed meets its requirements;

NOW, THEREFORE, the parties hereto, intending to be bound, agree as follows:

1. Location.

(a) The approved site [the "Location"] is particularly described as follows:

Legal Address: _____

US CENSUS CODE(s) Covered: _____

(b) The Location shall constitute the approved location of The Click IT Store to be constructed (or remodeled) and operated by Franchise Owner in accordance with the Franchise Agreement.

2. Franchise Owner's Representations, Warranties and Covenants. Franchise Owner represents, warrants and covenants as follows:

(a) That, with respect to the proposed form of lease agreement for the Location to be submitted to Franchisor for its review and approval under the Franchise Agreement, (i) the initial term of the lease, or the initial term together with any renewal terms (for which rent shall be set forth in the lease), shall be for not less

than three (3) years, and (ii) Franchise Owner will obtain a fully-executed Rider to Lease Agreement, Collateral Assignment of Lease, and Subordination, Non-Disturbance and Attornment Agreement, all as required under the Franchise Agreement from the landlord (and, if applicable, landlord's mortgagee) upon obtaining a fully executed final lease agreement for the Location; and

- (b) That Franchise Owner hereby ratifies, confirms and restates all the covenants (including, without limitation, the covenants not to compete) set forth in Section XVIII of the Franchise Agreement in reference to "The Click IT Store" at the Location as described in this Site Location Addendum.

3. Miscellaneous

- (a) All capitalized terms not defined herein shall have the meanings given to the m in the Franchise Agreement.
- (b) This Site Location Addendum constitutes an integral part of the Franchise Agreement, and the terms of this Site Location Addendum shall be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Site Location Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum on the day and year first above written.

FRANCHISOR:

FRANCHISE OWNER:

MOTHERBOARD, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(CORPORATE SEAL, if applicable)

The undersigned, as guarantors under a "Guaranty of Franchise Owner's Undertakings" (herein so called) guaranteeing the performance of all obligations of Franchise Owner under the Franchise Agreement, hereby consent to the within and foregoing Site Location Addendum and agree that notwithstanding the execution of same, the Guaranty of Franchise Owner's Undertakings is and remains in full force and effect.

Name: _____

Name: _____

GUARANTY OF FRANCHISE OWNER'S UNDERTAKINGS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated__and any and all revisions, modifications and amendments the redo or renewals thereof, (hereinafter collectively the "Agreement"), by and between Motherboard, Inc., a Wyoming corporation, for itself and for its affiliates (hereinafter, collectively, "Franchisor") and_____

(hereinafter "Franchise Owner"), 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 Franchisor 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 unliquidated, determined or undetermined, or whether recovery 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 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, corporation or other legal entity, Franchisor 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 companies 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. Franchisor, 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 Franchisor 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 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.

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 under seal effective as of the _____ day of _____, 20_____.

(SEAL)

Name _____

Home Address _____

Home Telephone _____

Business Telephone _____

Date: _____

(Notary)

ATTACHMENT C

RIDER TO LEASE AGREEMENT

THIS RIDER TO LEASE AGREEMENT (this "Rider") is made and entered into this

_____ day of _____, 20____, by and between (hereinafter referred to as the "Landlord"), and

(hereinafter referred to as the "Tenant");

WITNESSETH:

WHEREAS, the Landlord and the Tenant have executed a lease agreement dated _____ (the "Lease") for the premises located at _____ (The "Premises") for use by the Tenant as The Click IT Store ("The Click IT Store") to be operated pursuant to the proprietary marks and system owned by Motherboard, Inc., a Wyoming corporation ("Franchisor"), in connection with a written Franchise Agreement dated _____, by and between Franchisor and the Tenant, including all renewals and amendments thereof (the "Franchise Agreement"); and

WHEREAS, it is a condition to Franchisor's approval of the Lease, as required under the Franchise Agreement, that this Rider be entered, and the Landlord agrees the Lease is modified in accordance with the terms and conditions contained herein; and

WHEREAS, it is the intent of the parties hereto to provide Franchisor with the opportunity to preserve the Premises as The Click IT Store in the event of any default by Tenant under the Lease which remains uncured after expiration of any applicable cure period or in the event the Franchise Agreement should for any reason be terminated or expire;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. Use Clause. The Premises shall be used for the operation of The Click IT Store identified by the mark "Click IT" or any other Mark (as defined below) designated by the terms of the Franchise Agreement. Landlord represents and warrants that such use shall not violate any existing exclusives granted to any existing tenant of the Landlord. Landlord

further represents and warrants that the Premises has no existing building code violations and is properly zoned for its intended use.

2. Use of Marks. Landlord hereby expressly grants to Tenant the right to display the trade names, service marks, trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications, and the motif, decor and color scheme and other visual identification by which The Click IT Stores are identified and publicized under Franchisor's system, whether now existing or hereafter created and designated as marks by Franchisor (the "Marks") on the Premises in accordance with the specifications required by Franchisor, from time-to-time, subject only to applicable laws.
3. Default of Tenant under Lease. The Landlord shall send to Franchisor copies of all notices of default or termination it gives to the Tenant concurrently with giving such notices to the Tenant. In the event of any default by Tenant under the Lease which remains uncured after expiration of any applicable cure period, Landlord agrees to pursue no rights or remedies to terminate the Lease on account of such default for an additional period of thirty (30) days, during which time Franchisor shall have the right (but not the obligation) to: (a) cure or satisfy any default by Tenant under the Lease; or (b) exercise its rights pursuant to the Collateral Assignment of Lease (as defined herein). If Franchisor fails to exercise such rights on or before the expiration of such thirty (30) day period, Landlord may pursue any rights and remedies which it may have pursuant to the Lease.
4. Termination or Expiration of the Franchise Agreement. It shall be a breach, default or event of default under the Lease if the Franchise Agreement between Franchisor and the Tenant expires or is terminated for any reason during the term of the Lease or any extension or renewal thereof, and Tenant shall have no cure period with respect to, and no opportunity to cure, such breach, default or event of default.
5. Collateral Assignment of Lease. Tenant and Franchisor have executed and delivered or will execute and deliver an assignment (the "Collateral Assignment of Lease") which grants Franchisor the right to become the tenant under the Lease in the event of any default by Tenant under the Lease which remains uncured after expiration of any applicable cure period or in the event the Franchise Agreement should for any reason be terminated or expire.
6. Alterations. Landlord specifically acknowledges that Tenant may be required, from time-to time, pursuant to the Franchise Agreement to make such alterations, remodeling or improvements as may be necessary

to modernize the Premises to then-current standards and specifications of Franchisor, and Landlord hereby consents to the making by Tenant or Franchisor of any such alterations, remodeling or improvements.

7. De-identification. Landlord agrees that upon termination or expiration of the Lease or upon termination or expiration of the Franchise Agreement without Franchisor exercising its rights pursuant to the Collateral Assignment of Lease, Tenant and Franchisor shall each have the right to remove or cause to be removed all Marks and modify or alter all buildings, improvements and fixtures as may be necessary to a design and color which easily distinguishes the appearance of same from that of other Click IT Stores. Any actions or work undertaken pursuant to the provisions of this paragraph shall be at the sole cost and expense of Tenant (provided, however, if such actions or work are undertaken by Franchisor, the n Franchisor shall pay the cost and expense of same) and shall be performed in a lien-free manner. Any damage to the Premises directly resulting from such actions or work shall be repaired by the party (Tenant or Franchisor) which undertakes such actions or work at the sole cost and expense. This Section 7 shall survive termination of the Lease.
8. Amendment of Lease. The Landlord and the Tenant agree not to modify or amend the Lease or this Rider in any respect which adversely affects the rights of Franchisor, and its successors and assigns, as third party beneficiaries under the Lease, as modified hereby, without the prior written consent of Franchisor, which consent may be withheld, conditioned and delayed in its sole and absolute discretion, and unless such consent is obtained, such modification or amendment shall not be valid or binding against Franchisor.
9. Franchisor Not a Guarantor. Landlord acknowledges and agrees that notwithstanding Franchisor's status as a third-party beneficiary under the Lease, as modified hereby, any terms or conditions contained in the Lease, as modified hereby, or any other agreement, Franchisor shall in no way be construed as a guarantor or surety of the Tenant's obligations under the Lease.
10. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between the Lease and this Rider, the terms of this Rider shall prevail.
11. Assignment and Subletting. Notwithstanding anything set forth in the Lease to the contrary, Tenant shall have the right to assign the Lease or any interest therein, or sublet the Premises or any portion thereof, without the consent of Landlord:
 - a. to any bona fide licensee of Franchisor; or
 - b. to Franchisor or any successor to or affiliate of Franchisor.

Landlord agrees that Franchisor or any successor or affiliate of Franchisor shall be released from any and all liability as of the date of its assignment to a third party.

12. Subordination. Landlord will subordinate its interest in the Tenant's equipment to any lender financing the same, and Landlord will further cooperate in executing all required documents to recognize such subordination.
13. Waiver. Failure of Franchisor to enforce or exercise any of its rights under the Lease, as modified hereby, shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.
14. Further Amendment. Subject to the terms of this Rider, the Lease may be further amended only in writing signed by Landlord and Tenant.

Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given in writing (except as otherwise expressly provided herein) if delivered by one of the following methods: (i) by personal delivery or by a reputable delivery service at the street address specified below, or (ii) by first-class, registered or certified mail, postage prepaid, to the post office box specified below or to the street address if no post office box is given. The hand delivery address and mailing address for receipt of notice or other documents by such parties are as follows:

If to Landlord: _____

If to Tenant: _____

If to Franchisor: Motherboard, Inc.
16 S. Main St. PO Box 2 Chagrin Falls, Ohio 44022
Attention: Chief Executive Officer

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by its identified attorney at law shall be valid and effective to the same extent as if signed by such party. Any notice or other communications shall be sent to the stated address and sent by certified mail, return receipt requested.

Binding Effect. This Rider shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, successors, assigns and legal representatives.

Severability. If any provision of this Rider or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Rider and the remainder of this Rider shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

Remedies. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive at law or in equity of the rights and remedies which Franchisor may have under this or any other agreement to which Landlord, Tenant and/or Franchisor are parties.

Attorneys' Fees. If any action is instituted by any party to enforce any provision of this Rider, the prevailing party shall be entitled to recover all attorneys' fees and costs incurred in connection therewith.

Construction. This Rider shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

Third Party Beneficiary. The parties acknowledge that Franchisor, its successors and assigns, shall be deemed third party beneficiaries of the Lease, as modified hereby.

Special Provision Regarding Franchisor. The parties understand, acknowledge and agree that if Franchisor is the tenant under the Lease, anything herein to the contrary notwithstanding, Franchisor may itself directly operate The Click IT Store at the Premises, in which case no "Franchise Agreement" will be required to be entered into, and unless and until such time (if ever) as Franchisor assigns its interest in the Lease, or sublets the Premises or any portion thereof (as permitted under Section 11 hereof), the only provisions of this Rider which shall be effective are as follows: Section 1 (Use Clause), Section 2 (Use of Marks), Section 6 (Alterations), Section 7 (De-Identification), Section 10 (Document to Govern), Section 11 (Assignment and Subletting), Section 12 (Subordination), Section 13 (Waiver), Section 14 (Further Amendment), Section 15 (Notices), Section 16 (Binding Effect), Section 17 (Severability), Section 18 (Remedies), Section 19 (Attorneys' Fees), Section 20 (Construction), and this Section 22 (Special Provision Regarding Franchisor), and all other provisions hereof shall be of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed the day and year first abovewritten.

WITNESS:

WITNESS:

LANDLORD:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____

The undersigned guarantors of the Lease hereby consent and agree to the within and foregoing Rider to Lease Agreement and ratify and confirm the ire respective guaranty obligations with respect to the Lease, as amended by this Rider.

This _____ day of _____ 20 ____.

ATTACHMENT D

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is made and entered into this _____ day of _____, 20____, by and among _____, and _____, ("Landlord"), _____, and _____, ("Assignor"), and Motherboard, Inc., a Wyoming corporation ("Franchisor"); and _____

In consideration of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. The Assignor hereby assigns, transfers and sets over unto Franchisor all of Assignor's right, title and interest as tenant in, to and under that certain lease agreement dated _____ and Rider to Lease Agreement dated _____ between Landlord and Assignor (collectively, the "Lease"), for certain real property located in _____ County, and more particularly described on the attached Exhibit A (the "Premises"). This Assignment is for collateral purposes only and except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Franchisor shall exercise its rights by providing the Franchisor Notice (as defined herein).
2. Assignor represents and warrants to Franchisor that it has full power and authority to so assign the Lease and its interest the rein and Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, the Lease or any of its interest in the Lease or the Premises.
3. In the event (i) of any default by Assignor under the Lease which remains uncured after expiration of any applicable cure period; or (ii) that certain Franchise Agreement dated, _____ between Franchisor and Assignor, including all amendments and renewals thereof (the "Franchise Agreement"), for a location of The Click IT Store to be located at Premises should, for any reason, be terminated or expire, Franchisor shall have the right for a period of thirty (30) days after the event in (i) or (ii) herein to exercise its rights pursuant to this Assignment by providing written notice to Landlord and Assignor ("Franchisor Notice"). If Franchisor exercises its rights by providing the Franchisor Notice: (a) Franchisor shall the reopen become tenant under the Lease with all rights and obligations of tenant commencing upon,

first accruing and effective from and after the date of the Franchisor Notice; (b) Franchisor shall have the right to take possession of the Premises, expel Assignor the reform without being guilty of trespass, forcible entry or detainer, or other tort; (c) Assignor shall have no further right, title or interest in the Lease or the Premises; and (d) Assignor shall peaceably and promptly vacate the Premises and (subject to Franchisor's right to acquire any such property pursuant to the Franchise Agreement) remove its personal property the reform and any property not removed or otherwise disposed of by the Assignor shall be deemed abandoned. Nothing in this Assignment shall restrict, limit, terminate, waive or otherwise affect Landlord's rights against Assignor.

4. In no event shall Franchisor be or become liable for any liability or obligation of Assignor accruing or applicable to the period prior to the date of the Franchisor Notice. All rents and other obligations under the Lease shall be prorated as of the date of the Franchisor Notice. Franchisor shall have no liability or obligation to the Landlord under the Lease unless and until it exercises its right by providing the Franchisor Notice.

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

6. Anything herein to the contrary notwithstanding, and without waiving any rights Franchisor may have under the Franchise Agreement, in the event Assignor acquires fee simple title to the Premises during the term or any extension of the Lease, Assignor shall enter into an option agreement with Franchisor (utilizing Franchisor's then- current form) granting Franchisor the right to lease the Premises on the same terms as the Lease in the event Assignor ceases to own the Premises or the Franchise Agreement should for any reason be terminated or expire.

7. Landlord consents to this Assignment and agrees to recognize Franchisor as tenant under the Lease upon exercising the rights in favor of Franchisor as set forth in this Assignment and in the Lease.

8. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given in writing

(except as otherwise expressly provided herein) if delivered by one of the following methods: (i) by personal delivery or by a reputable delivery service at the street address specified below, or (ii) by first-class, registered or certified mail, postage prepaid, to the post office box specified below or to the street address if no post office box is given. The hand delivery address and mailing address for receipt of notice or other documents by such parties are as follows:

If to Landlord: _____

If to Assignor: _____

If to Franchisor: Motherboard, Inc.
16 S. Main St.,
P.O. Box 2
Chagrin Falls, Ohio 44022
Attention: Chief Executive Officer

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by its identified attorney at law shall be valid and effective to the same extent as if signed by such party.

- 9. Time is of the essence.
- 10. This Assignment shall inure to the benefit of and be binding upon their respective heirs, successors, representatives and permitted assigns.
- 11. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed the day and year written above.

LANDLORD:

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

FRANCHISOR: MOTHERBOARD, INC.

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

ASSIGNOR:

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

EXHIBIT to

Collateral Assignment of Lease

[Attach copy of fully executed Lease Agreement, together with Rider to Lease Agreement]

ATTACHMENT E

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN TAGREEMENT**

(Attach for each separate premise location.)

PREMISES LOCATION:

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____,
by and among _____, whose principal address
is _____ (the "Landlord"),

_____, whose

principal address is _____

(The "Tenant") and _____, a _____,

whose principal address is _____

_____ (The "Lender").

W I T N E S S E T H:

THAT WHEREAS, on or about the date hereof, Landlord has entered into and
delivered that certain [deed to secure debt/mortgage/deed of trust] in favor of Lender
to be recorded in the Office of _____
(the "Mortgage") conveying certain property the rein described located at
_____ (the "Premises"); and

WHEREAS, Landlord and Tenant entered into that certain lease dated
_____, 20____, (the "Lease") for the use of the Premises by Tenant as a
location of The Click IT Store to be operated pursuant to a written Franchise
Agreement dated _____, 20____, by and between Motherboard, Inc.
("Franchisor") and Tenant, as same may from time-to-time be hereafter renewed,
together with any and all amendments thereto (collectively, the "Franchise
Agreement"); and

WHEREAS, it is a condition to Franchisor's approval of the Lease, as required under the
Franchise Agreement that this Agreement be fully executed and delivered by the parties
hereto;

NOW, THEREFORE, in consideration of the premises and other good and valuable
consideration, the receipt and sufficiency of which are hereby acknowledged, the

parties do mutually covenant and agree as follows:

1. Lender hereby consents to the Lease.
2. Tenant covenants and agrees with the Lender that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage (as same may be modified and extended) subject to the provisions of this Agreement.
3. Tenant certifies that the Lease is presently in full force and effect.
4. Lender agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder beyond any applicable cure period:
 - a. Except as required by applicable law governing foreclosures and/or sales pursuant to power of sale, Tenant shall not be named or joined as a party defendant or otherwise in any suit, action, or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby.
 - b. The possession by Tenant of the Premises and the Tenant's rights shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by the Lender, or (ii) any judicial sale or execution or other sale of the Premises, or by any deed given to Lender by any other documents or as a matter of law, or (iii) any default under the Mortgage or the bond or note or other obligation secured thereby.
5. If Lender shall become the owner of the Premises by reason of foreclosure of the Mortgage or otherwise, or if the Premises shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as Tenant thereunder, and The owner of the Premises, as Landlord hereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:
 - a. Tenant shall be bound to the Lender or to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as Landlord under the Lease; and

- b. If Tenant is not in default under Lease beyond any applicable cure period, such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform, provided, however, that Lender or any successor or assignee of Lender shall not (i) be bound by any prepayment of rent or additional rent, unless received and receipted for by Lender or its successor or assignee; (ii) be personally liable under the Lease, and Lender's or its successor's or assignee's liability under the Lease shall be limited to the interest of the Lender or its successor or assignee in the Premises; (iii) be liable for any act or omission of any prior landlord under the Lease, including, without limitation, the Landlord, except for any continuing act or omission of which Lender had notice and failed to cure; (iv) be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including, Landlord, except for any offsets or defenses related to any continuing act or omission of which Lender has had notice and failed to cure; (v) except as provided in Section 8 below, be bound by any amendment, modification or termination of the Lease (other than a termination of the Lease by Tenant pursuant to the express terms of the Lease) made without Lender's prior written consent; and (vi) be liable to provide Tenant with any rights in or be bound by or be responsible for any restrictions on any property other than the Premises during the remainder of the term of the Lease.
6. Tenant, Landlord, and Lender acknowledge and agree that upon written instruction to Tenant from the Landlord or Lender instructing Tenant to make all rent and other payments due and to become due to Landlord under the Lease directly to Lender, the Tenant agrees to follow such direction until further written notice from the Lender, and Landlord and Lender hereby expressly agree that any such payment shall discharge any obligation of Tenant to Landlord under the Lease to the extent of such payment; provided, however, that the foregoing shall have no effect on Tenant's rights to any offsets nor any effect on Landlord's obligations.
7. Tenant shall give Lender written notice of any default by Landlord under the Lease. Lender shall have the same period provided Landlord under the Lease within which to cure such default.
8. Landlord and Tenant may, from time-to-time, modify or amend the Lease without Lender's consent, provided such modifications or amendments do not result in a change in the Lease Term, the reduction of the Rent payable hereunder or make Landlord's obligations hereunder more onerous; any such modifications having such result and made without Lender's written consent shall be void and of no force and

effect as between Lender and Tenant.

9. Tenant shall not pay an installment of rent more than thirty (30) days prior to the due date.
10. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Lender, at the address of Lender hereinabove set forth or at such other address as Lender may designate by notice, (b) if to Tenant, at the address of Tenant hereinabove set forth, or at such other address as Tenant may designate by notice or (c) if to Landlord, at the address of Landlord hereinabove set forth or at such other address as Landlord may designate by notice.

This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles, all of which shall be deemed to be original counterparts of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Premises are located.

This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns, including, without limitation, Franchisor.

This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

This Agreement and the covenants contained are intended to run with and bind all lands affected thereby.

(Signature pages to follow)

IN WITNESS WHEREOF, the parties hereby have set the ire hands and seals as of the day and year first above written.

LANDLORD:

In the presence of:

By: _____
Name: _____
Title: _____

Witness

Notary Public

Signed, sealed and delivered
In the presence of:

ASSIGNOR:

Witness

Notary Public

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
In the presence of:

LENDOR:

By: _____
Name: _____
Title: _____

Witness

Notary Public

Signed, sealed and delivered

ATTACHMENT F

AUTHORIZATION AGREEMENT FOR DIRECT DEBITS (ACH DEBITS)

FRANCHISE OWNER: _____

FRANCHISE OWNER FEIN: _____

Franchise Owner does hereby authorize Motherboard, Inc. a Wyoming corporation (the "Company"), to initiate debit electronic funds transfers from the bank account described below (the "Account") for amounts payable by Franchise Owner to the Company pursuant to the terms of that certain Franchise Agreement between the Company and Franchise Owner dated as of _____, 20____ at the depository financial institution named below (the "Bank"), and to initiate credit electronic funds transfers to the Account in order to correct any errors that may occur.

BANK NAME: _____

CITY: _____ STATE: _____ ZIP: _____

ABA ROUTING NUMBER: _____

ACCOUNT NO.: _____

This authority is to remain in full force and effect until the Company has received written notification from Franchise Owner of its termination of such authority in such time and in such manner as to afford the Company and the bank a reasonable opportunity to terminate the debit arrangement established hereby.

FRANCHISE OWNER: _____

By: _____

Name: _____

Title: _____

CONFIDENTIALITY AGREEMENT (EQUITY INTEREST OWNERS)

(Multiple copies may be required.)

FRANCHISE AGREEMENT between Motherboard, Inc. and

_____,
dated _____, as same may be amended or renewed from time-
to-time.

THIS CONFIDENTIALITY AGREEMENT (this "Agreement"), made as of the
_____ day of _____, _____, between Motherboard, Inc., an
Wyoming corporation ("Franchisor")
and _____

("Second Party");

DEFINITIONS:

For purposes of this Agreement, the following terms shall have the following meanings:

Confidential Information. Any information or data, other than Trade Secrets, that is of value and treated as confidential by Franchisor, including, without limitation (i) The Click IT operations manual and (ii) any information designated as a Trade Secret by Franchisor but which is ultimately determined, under applicable law, not to constitute a "trade secret," provided that same otherwise meets the definition of Confidential Information.

Franchise Agreement. The Franchise Agreement between Franchisor and Franchise Owner referenced at the beginning of this Agreement.

Franchise Owner. The franchise owner identified as such at the beginning of this Agreement.

Trade Secrets. Any information, without regard to form, related to Franchisor and its affiliates, including technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, specifications for designated products, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts

that are reasonable under the circumstances to maintain its secrecy.

RECITALS:

Franchisor is in the business of licensing others to develop and operate, at specific locations pursuant to written franchise agreements, Franchised Locations that will provide a full service The Click IT Store specializing in IT services, the same as, or similar to, the Franchised Business, as may evolve over time and in accordance with the proprietary system (the "System") developed and owned by Franchisor, as modified by Franchisor from time-to-time. The System includes certain trade names, service marks, trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications, and the motif, decor and color scheme and other visual identification by which the System is identified and publicized, whether now existing or hereafter created and designated by Franchisor. Under the Franchise Agreement, Franchisor requires that Franchise Owner cause each owner of a so called "Equity Interest" in Franchise Owner to execute and deliver an agreement in the form hereof. Second Party is the Owner of an Equity Interest in Franchise Owner and acknowledges that by virtue of Second Party's relationship with Franchise Owner, Second Party may receive, otherwise obtain or have access to certain Trade Secrets and Confidential Information in which Franchisor has a protectable interest. Accordingly, Franchisor desires to prevent Second Party from disclosing any such Trade Secrets and Confidential Information as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Definitions and Recitals, which are incorporated herein as a material part of this Agreement, and the covenants contained herein, and other valuable consideration, the parties agree as follows:

1 DISCLOSURE OF INFORMATION

- 1.1 Business. Second Party recognizes and acknowledges that Franchise Owner will develop and operate, or has developed and is now operating, a location of The Click IT Store in accordance with the System and that such activities have involved, and continue to involve, the entrustment to Second Party of confidential, restricted and proprietary information of Franchisor, including Trade Secrets and Confidential Information.
- 1.2 Transfer of Equity Interest. Second Party hereby acknowledges its receipt of a copy of the Franchise Agreement and agrees to be bound by the provisions of Section XIX. thereof regarding the transfer of interests in Franchise Owner.
- 1.3 Covenant Not to Disclose Trade Secrets. Except to the extent it is necessary to use such information or data in the performance of Franchise Owner's express obligation under the Franchise Agreement, for so long as Second Party shall remain the owner of an Equity Interest in Franchise Owner or any subsidiary or affiliate of Franchise Owner and for so long afterwards as the information or data remain Trade Secrets, Second Party shall not publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Trade Secrets to any person.

1.4 Covenant Not to Disclose Confidential Information. Except to the extent it is necessary to use such information or data in the performance of Franchise Owner's express obligations under the Franchise Agreement, Second Party shall not, (I) for so long during the term of the Franchise Agreement as Second Party shall remain the owner, directly or indirectly, of an Equity Interest in Franchise Owner and (ii) for a continuous uninterrupted period of two (2) years commencing upon the first to occur of (a) the date on which Second Party ceases to be the owner, directly or indirectly, of an Equity Interest in Franchise Owner or (b) the date of expiration or termination of the Franchise Agreement (regardless of the cause for termination), publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Confidential Information (whether or not the Confidential Information is in written or tangible form) to any person.

1.5 Additional Covenants

- (a) Second Party agrees not to permit any unauthorized reproduction of all or any part of any Confidential Information or Trade Secrets.
- (b) Second Party agrees not to utilize any Confidential Information or Trade Secrets other than for the benefit of Franchise Owner.
- (c) Second Party agrees to observe all security policies implemented by Franchise Owner, from time-to-time, with respect to any Confidential Information and Trade Secrets.
- (d) Second Party acknowledges and agrees that all Confidential Information and Trade Secrets are and shall remain the property of Franchisor. Nothing in this Agreement or any course of conduct between Franchise Owner and Second Party shall be deemed to grant Second Party any rights in or to all or any portion of the Confidential Information or Trade Secrets.
- (e) At such time as Second Party ceases to be the owner of an Equity Interest in Franchise Owner, Second Party shall immediately deliver to Franchise Owner or to Franchisor, at its request (i) all memoranda, notes, records, drawings, manuals or other documents and all copies thereof pertaining to the business of Franchisor and (ii) all materials involving Confidential Information or Trade Secrets, including, but not limited to, The Click IT Store operations manual. This provision is intended to apply to all such materials made or compiled by Second Party, as well as all such materials furnished to Second Party by anyone else in connection with his or her relationship with Franchise Owner as an owner.

1.6 Value. The Confidential Information and Trade Secrets constitute valuable, special and unique assets of Franchisor and any disclosure contrary to the terms of this Agreement would cause substantial loss of competitive advantage and other serious

injury to Franchisor and its franchise owners under the System, including Franchise Owner.

- 1.7 Severability. The covenants contained in this Section 1 shall be construed as agreements severable from and independent of each other and of any other provision of this or any other contract or agreement between the parties hereto. The existence of any claim or cause of action by Second Party against Franchisor or Franchise Owner, whether predicated upon this or any other contract or agreement, shall not constitute a defense to the enforcement by Franchisor of said covenants.
- 1.8 Injunction. Second Party recognizes and agrees that the injury Franchise Owner and/or Franchisor will suffer in the event of Second Party's breach of any covenant or agreement contained in this Section 1 cannot be compensated by monetary damages alone, and Second Party the reform agrees that in the event of a breach or threatened breach by Second Party of any of the provisions of this Section 1, Franchise Owner and Franchisor, in addition to and not in limitation of, any other rights, remedies or damages available to Franchise Owner and Franchisor at law, in equity, under this Agreement or otherwise, shall each be entitled to seek an injunction from any court of competent jurisdiction in order to prevent or restrain any such breach by Second Party. Neither Franchise Owner nor Franchisor shall be required to post a bond in excess of \$1,000 or other security with respect to obtaining any such equitable relief. Second Party shall pay any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Franchise Owner or Franchisor in enforcing the irrespective rights under this Agreement.

2 MISCELLANEOUS

- 2.1 Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is used.
- 2.2 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and the successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to any person without the consent of Second Party. Second Party may not assign any of Second Party's rights or obligations under this Agreement.
- 2.3 Survival. The obligations of Second Party shall survive the expiration or termination of the Franchise Agreement (regardless of the cause of termination) and Second Party's transfer or assignment of Second Party's so called "Equity Interest" in Franchise Owner.
- 2.4 Entire Agreement. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing signed by the party against whom enforcement is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any continuing or subsequent breach of that provision or of any other provision of this Agreement. This

2.5 Agreement shall be governed by and construed in accordance with the laws of the state in which The Click IT Store operated by Franchise Owner pursuant to the Franchise Agreement is located.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

FRANCHISOR:
MOTHERBOARD, INC.

SECOND PARTY:

By:

By:

Name:

Name:

Title:

Title:

ATTACHMENT H

CONFIDENTIALITY AGREEMENT **(EMPLOYEES AND SUB-CONTRACTORS)**

THIS CONFIDENTIALITY AGREEMENT (this "Agreement"), made as of the _____ day of _____, 20____, among _____ ("Franchise Owner") which entered into that certain Franchise Agreement with Motherboard, Inc., a Wyoming corporation, ("Franchisor") dated _____, as same may be amended or renewed from time-to-time (the "Franchise Agreement") and

____ ("Second Party");

DEFINITIONS:

For purposes of this Agreement, the following terms shall have the following meanings:

Confidential Information. Any information or data, other than Trade Secrets, that is of value and treated as confidential by Franchisor, including, without limitation (i) The Click IT Store operations manual and (ii) any information designated as a Trade Secret by Franchisor but which is ultimately determined, under applicable law, not to constitute a "trade secret," provided that same otherwise meets the definition of Confidential Information.

Trade Secrets. Any information, without regard to form, related to Franchisor and its affiliates, including technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

RECITALS:

Franchisor is in the business of licensing others to develop and operate, at specific locations pursuant to written franchise agreements, Franchised Locations that will provide a full service The Click IT Store specializing in IT services, that is the same as, or similar to, the Franchised Business, as it may evolve over time, and in accordance with the proprietary system (the "System") developed and owned by the Franchisor, and other products and services in accordance with the System, as modified by Franchisor from time-to-time. The System includes certain trade names, service marks,

trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications, and the motif, decor and color scheme and other visual identification by which the System is identified and publicized, whether now existing or hereafter created and designated by Franchisor. Under the Franchise Agreement, Franchisor requires that a properly executed agreement in the form hereof be obtained by Franchise Owner from each of Franchise Owner's general manager and assistant managers, and in addition, from any other employees of Franchise Owner to whom any of Franchisor's Trade Secrets or Confidential Information may be disclosed, subject in any event to the restrictions on disclosure set forth in the Franchise Agreement. Second Party is an employee of Franchise Owner and acknowledges that by virtue of Second Party's relationship with Franchise Owner, Second Party may receive, otherwise obtain or have access to certain Trade Secrets and Confidential Information in which Franchisor has a protectable interest. Accordingly, Franchise Owner and Franchisor desire to prevent Second Party from disclosing any such Trade Secrets and Confidential Information as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Definitions and Recitals, which are incorporated herein as a material part of this Agreement, and the covenants contained herein, and other valuable consideration, the parties agree as follows:

1.
DISCLOSURE OF INFORMATION

1.1 Business. Second Party recognizes and acknowledges that Franchise Owner will develop and operate, or has developed and is now operating, The Click IT Store in accordance with the System and that such activities have involved, and continue to involve, the entrustment to Second Party and certain others employees and Sub-Contractors of Franchise Owner of confidential, restricted and proprietary information of Franchisor, including Trade Secrets and Confidential Information.

1.2 Covenant Not to Disclose Trade Secrets. Except to the extent it is necessary to use such information or data in the performance of Franchise Owner's express obligations under the Franchise Agreement, for so long as Second Party shall remain an employee of Franchise Owner or Sub-Contractor and for so long afterwards as the information or data remain Trade Secrets, Second Party shall not publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Trade Secrets to any person.

1.3 Covenant Not to Disclose Confidential Information. Except to the extent it is necessary to use such information or data in the performance of Franchise Owner's express obligations under the Franchise Agreement, Second Party shall not, (i) for so long during the term of the Franchise Agreement as Second Party shall remain an employee of Franchise Owner and (ii) for a continuous uninterrupted period of two (2) years commencing upon the first to occur of (a) the date on which Second Party ceases to be an employee of Franchise Owner or Sub-Contractor or (b) the date of expiration or termination of the Franchise Agreement (regardless of the cause for termination), publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Confidential Information (whether or not the Confidential Information is in written or tangible form) to any person.

1.4 Additional Covenants.

(a) Second Party agrees not to permit any unauthorized reproduction of all or any part of any Confidential Information or Trade Secrets.

(b) Second Party agrees not to utilize any Confidential Information or Trade Secret other than for the benefit of Franchise Owner and to utilize same solely in connection with his or her employment and for no other reason.

(c) Second Party agrees to observe all security policies implemented by Franchise Owner, from time-to-time, with respect to any Confidential Information and Trade Secrets.

(d) Second Party acknowledges and agrees that all Confidential Information and Trade Secrets are and shall remain the property of Franchisor. Nothing in this Agreement or any course of conduct between Franchise Owner and Second Party shall be deemed to grant Second Party any rights in or to all or any portion of the Confidential Information or Trade Secrets.

(e) Second Party acknowledges that this Agreement does not create any obligation on Franchise Owner to continue to employ Second Party for any period.

(f) At such time as Second Party ceases to be an employee of Franchise Owner, Second Party shall immediately deliver to Franchise Owner (i) all memoranda, notes, records, drawings, manuals or other documents and all copies thereof pertaining to the business of Franchisor and (ii) all materials involving Confidential Information or Trade Secrets, including, but not limited to, The Click IT Store operations manual. This provision is intended to apply to all such materials made or compiled by Second Party, as well as all such materials furnished to Second Party by anyone else in connection with his or her relationship with Franchise Owner as an employee.

1.5 Value. The Confidential Information and Trade Secrets constitute valuable, special and unique assets of Franchisor and any disclosure contrary to the terms of this Agreement would cause substantial loss of competitive advantage and other r serious injury to Franchisor and its franchise owners under the System, including the Franchise Owner.

1.6 Severability. The covenants contained in this Section 1 shall be construed as agreements severable from and independent of each other and of any other provision of this or any other contract or agreement between the parties hereto. The existence of any claim or cause of action by Second Party against Franchise Owner, whether predicated upon this or any other contract or agreement, shall not constitute a defense to the enforcement by Franchisor or Licensee of said covenants.

1.7 Injunction. Second Party recognizes and agrees that the injury Franchise Owner

and/or Franchisor will suffer in the event of Second Party's breach of any covenant or agreement contained in this Section 1 cannot be compensated by monetary damages alone, and Second Party the reform agrees that in the event of a breach or threatened breach by Second Party of any of the provisions of this Section 1, Franchise Owner and Franchisor, in addition to and not in limitation of, any other rights, remedies or damages available to Franchise Owner or Franchisor at law, in equity, under this Agreement or otherwise, shall each be entitled to seek an injunction from any court of competent jurisdiction in order to prevent or restrain any such breach by Second Party. Neither Franchise Owner nor Franchisor shall be required to post a bond in excess of \$1,000 or other security with respect to obtaining any such equitable relief. Second Party shall pay any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Franchise Owner or Franchisor in enforcing the irrespective rights under this Agreement.

2. MISCELLANEOUS

2.1 Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is used.

2.2 Third Party Beneficiary. The Second Party hereby acknowledges and agrees that: (a) Franchisor requires Franchise Owner to obtain this Agreement from certain of its employees; (b) that Franchisor is a third-party beneficiary of this Agreement; and (c) that Franchisor shall have the same rights and remedies as Franchise Owner to enforce the terms of this Agreement.

2.3 Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and the successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to any person without the consent of Franchise Owner or Second Party. Second Party may not assign any of Second Party's rights or obligations under this Agreement.

2.4 Survival. The obligations of Second Party shall survive the expiration or termination of the Franchise Agreement (regardless of the cause of termination) and Second Party's employment with Franchise Owner.

2.5 Entire Agreement. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing signed by the party against whom enforcement is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any continuing or subsequent breach of that provision or of any other provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which The Click IT Store operated by Franchise Owner pursuant to the Franchise Agreement is located.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of

the day and year first above written.

FRANCHISE OWNER:

By: _____

Name: _____

Title: _____

SECOND PARTY:

Name: _____

ATTACHMENT I

NONCOMPETITION AGREEMENT (EQUITY INTEREST OWNERS)

(Multiple copies may be needed.)

FRANCHISE OWNER:

FRANCHISE AGREEMENT between Motherboard, Inc. dated _____, as same may be amended or renewed from time-to-time.

Street Address of The Click IT Store (Franchise Location):

THIS NONCOMPETITION AGREEMENT (this "Agreement"), made as of the _____ day of _____, _____, between Motherboard, Inc., a Wyoming corporation, ("Franchisor") and

("Second Party");

DEFINITIONS:

For purposes of this Agreement, the following terms shall have the following meanings:

Confidential Information. Any information or data, other than Trade Secrets, that is of value and treated as confidential by Franchisor, including, without limitation (i) operations manual and (ii) any information designated as a Trade Secret by Franchisor but which is ultimately determined, under applicable law, not to constitute a "trade secret," provided that same otherwise meets the definition of Confidential Information.

Franchise Agreement. The Franchise Agreement between Franchisor and Franchise Owner referenced at the beginning of this Agreement.

Franchise Owner. The franchise owner identified as such at the beginning of this Agreement.

Location. The location of The Click IT Store having the street address indicated at the beginning of this Agreement.

The Click IT Store. The Click IT Store (as defined below) which is the subject of the Franchise Agreement at the Location.

Trade Secrets. Any information, without regard to form, related to Franchisor and its affiliates, including technical or non-technical data, a pattern, a compilation, a program, a

device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

RECITALS:

Franchisor is in the business of licensing others to develop and operate, at specific locations pursuant to written franchise agreements, The Click IT Stores (each "The Click IT Store") that will provide a full service The Click IT Store specializing in IT services products and other items, that are the same as, or similar to, The Click IT Store, as may evolve over time, and in accordance with the proprietary system (the "System") developed and owned by Franchisor, other products and services in accordance with the System developed and owned by Franchisor, as modified by Franchisor from time-to-time. The System includes certain trade names, service marks, trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications, and the motif, decor and color scheme and other visual identification by which the System is identified and publicized, whether now existing or hereafter created and designated by Franchisor (collectively, the "Marks" and "System").

Under the Franchise Agreement, Franchisor requires that Franchise Owner cause each owner of an Equity Interest in Franchise Owner to execute and deliver an agreement in the form hereof. Second Party is the owner of an Equity Interest in Franchise Owner and acknowledges that the experience, training and assistance offered by Franchisor under the Franchise Agreement, and Second Party's close contact with and knowledge of the System, could permit Second Party to take unfair and undue advantage of Franchisor and Franchise Owner by competing with Franchise Owner (and other franchise owners of Franchisor under the System) during and after the period Second Party is the owner of an Equity Interest in Franchise Owner. Second Party also acknowledges that the System as a whole, and the collective experience and expertise of Franchisor and Franchise Owner, constitute a protectable interest of Franchisor. Accordingly, Franchisor desires to prevent Second Party from unfairly competing with Franchise Owner (and other franchise owners of Franchisor under the System) as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Definitions and Recitals, which are incorporated herein as a material part of this Agreement, and the covenants contained herein, and other valuable consideration, the parties agree as follows:

1. COVENANT NOT TO COMPETE

- 1.1. Business. Second Party recognizes and acknowledges that Franchise Owner will develop and operate, or has developed and is now operating, The Click IT Store pursuant to the System. The Click IT Stores are identified and distinguished by the

high quality of the IT services and items, by uniform standards and procedures of operation, and by the Marks and System.

1.2. Transfer of Equity Interest. Second Party hereby acknowledges its receipt of a copy of the Franchise Agreement and agrees to be bound by the provisions of Section XIX thereof regarding the transfer of interests in Franchise Owner.

1.3. Noncompetition.

1.3.1. Second Party shall not, during the term of the Franchise Agreement, and for so long during the term of the Franchise Agreement as Second Party shall remain the owner of an Equity Interest in Franchise Owner, on Second Party's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any person (including, without limitation, any entity) engaged in any business enterprise which operates The Click IT Store specializing in IT services, The Click IT Store, as may evolve over time, and in accordance with the proprietary system (the "System") developed and owned by Franchisor, and other products or services and which is located at the Location.

1.3.2. Second Party shall not, for a continuous uninterrupted period of two (2) years commencing upon the first to occur of (i) the date on which the Second Party ceases to be the owner of an Equity Interest in Franchise Owner or (ii) the date of expiration or termination of the Franchise Agreement (regardless of the cause for termination), on Second Party's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any person (including, without limitation, any entity) engaged in any business enterprise which operates The Click IT Store specializing in IT services, The Click IT Store (the "System") developed and owned by Franchisor, and other products or services and which are located at the Location.

1.4. Inapplicability of Restrictions. Section 1.3 shall not apply to the ownership by Second Party of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

1.5. Modification of Covenants. Second Party understands, acknowledges and agrees that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth herein or any portion thereof, without Second Party's consent, effective immediately upon receipt by Second Party of written notice thereof, and Second Party agrees to forthwith comply with any covenant as so modified.

Severability. The covenants contained in this Section 1 shall be construed as

agreements severable from and independent of each other and of any other provision of this or any other contract or agreement between the parties hereto. The existence of any claim or cause of action by Second Party against Franchisor or Franchise Owner, whether predicated upon this or any other contract or agreement, shall not constitute a defense to the enforcement by Franchisor of said covenants.

Injunction. Second Party recognizes and agrees that the injury Franchise Owner and/or Franchisor will suffer in the event of Second Party's breach of any covenant or agreement contained in this Section 1 cannot be compensated by monetary damages alone, and Second Party the reform agrees that in the event of a breach or threatened breach by Second Party of any of the provisions of this Section 1, Franchise Owner and Franchisor, in addition to and not in limitation of, any other rights, remedies or damages available to Franchise Owner and Franchisor at law, in equity, under this Agreement or otherwise, shall each be entitled to seek an injunction from any court of competent jurisdiction in order to prevent or restrain any such breach by Second Party. Neither Franchise Owner nor Franchisor shall be required to post a bond in excess of \$1,000 or other security with respect to obtaining any such equitable relief. Second Party shall pay any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Franchise Owner or Franchisor in enforcing their respective rights under this Agreement.

Reasonability. Second Party acknowledges and agrees that the type and period of restrictions imposed by all the covenants in this Section 1 are fair and reasonable and that such limitations and restrictions will not prevent Second Party from earning a livelihood. If the scope of any limitations and restrictions imposed by the covenants in this Section 1 are too broad to permit enforcement thereof as written, then such limitations or restrictions shall be enforced to the maximum extent permitted by law, and Second Party and Franchisor hereby expressly consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such limitations or restrictions.

2.

MISCELLANEOUS

Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is used.

Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Agreement to any person without the consent of Second Party. Second Party may not assign any of Second Party's rights or obligations under this Agreement. The obligations of Second Party shall survive the expiration or termination of the Franchise Agreement (regardless of the cause of termination), and Second Party's transfer or assignment of Second Party's so called "Equity Interest" in Franchise Owner.

Entire Agreement. This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing signed by the party against whom enforcement is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any continuing or subsequent breach of that provision or of any other provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which The Click IT Store operated by Franchise Owner pursuant to the Franchise Agreement is operated.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

FRANCHISOR:

Motherboard, Inc.

By: _____

Name: _____

Title: _____

SECOND PARTY:

Name: _____

XXXI. Document Populator

1) *Business name of Franchise Owner or lead individual's name:

2) *Date of agreement: (i.e. August 16th, 2019)

3) *Name of the lead individual:

4) * Title of the lead individual:

All additional owners are required to be named below:

5) Name of co-individual 1:

6) Title of co-individual 1:

7) Name of co-individual 2:

8) Title of co-individual 2:

9) Legal address of where the store will be located:

10) *Awarded geographic area (US Census Tract Numbers):

11) *Home address of lead individual:

12) *Home telephone number of lead individual:

13) *Business number of lead individual:

All additional owners' information is required to be filled out below:

14) Home address of co-individual 1:

15) Home telephone number of co-individual 1:

16) Business number of co- individual 1:

17) Home address of co-individual 2:

18) Home telephone number of co-individual 2:

19) Business number of co- individual 2:

20) Name of the store site's landlord:

21) Business address of Landlord:

22) Date of Lease (Exhibit C):

23) Date of Rider (Exhibit D):

24) Reserved:

25) Mailing Address of Tenant:

- 26) Reserved:

- 27) Reserved:

- 28) Reserved:

- 29) Landlord's title:

- 30) *Name of witness 1:

- 31) *Name of witness 2:

- 32) *Name of Notary 1:

- 33) Name of the lender in exhibit E:

- 34) Landlord's title:

- 35) *Franchise Owner's federal ID number:

- 36) ACH bank:

- 37) ACH bank city:

- 38) ACH bank state:

- 39) ACH Bank Zip:

- 40) Name of Witness 3:

- 41) Reserved:

- 42) Name of Notary 2:

- 43) Name of Witness 4:

- 44) Name of Notary 4:

- 45) ACH Bank Routing Number:

- 46) ACH Bank Account Number:

- 47) *Corporate status of the Franchise Owner:
