

with any national account, even if it is a national account that you solicit. If you solicit the national account, you must refer the national account to us so that we may negotiate costs and contract terms. If you participate in our national accounts program, you will receive 75% of the revenue generated by this national account. If a national account is not satisfied with your work, we have the right to move this national account to a new Marshall Face2Face Business in the System, and you would no longer receive revenue from this national account.

Department of
Business Oversight

MAY - 5 2015

**ITEM 13
TRADEMARKS**

San Francisco Office

The principal trademarks to be used by you in connection with your Franchised Business are the name and mark "Marshall Face2Face". Our Affiliate has applied for registration of the following Proprietary Mark with the United States Patent and Trademark Office ("USPTO") on the Principal Register:

Mark	Application Date	Serial Number	Registration Date	Registration Number
Marshall Face2Face	October 13, 2009	77/847,342	September 7, 2010	3,846,445
Marshall Face2Face Contacts Are Fine Appointments Are Better (logo)	November 9, 2009	77/868,612	September 7, 2010	3,846,514

We grant you the right to operate a business under the Proprietary Marks. You may also use our other current or future trademarks, service marks, trade names, logotypes, trade dress and other commercial symbols, if any, to operate your Marshall Face2Face Business. You may not use the Proprietary Marks in your corporate (or other entity) name. Use of the Proprietary Marks must be accompanied by the registration, service mark, trademark or other symbol, as designated by us, in close proximity to the mark. You must use the Proprietary Marks in connection with the conduct of the Franchised Business. You must use the Proprietary Marks only in the manner required or authorized by us and in no other manner.

We may modify or discontinue use of the Proprietary Marks and/or use one or more additional or substitute service marks or trademarks. If we notify you that a Proprietary Mark has been changed or substituted, you must comply with our directions regarding the changed or substituted mark at your own expense.

You will not have the exclusive right to use the Proprietary Marks, nor will you acquire, by use or otherwise, any right, title or interest in or to the Proprietary Marks, other than as expressly contained in, and limited by, the Franchise Agreement. Your right to use the Proprietary Marks is limited and temporary. Upon expiration or termination of the Franchise Agreement, you may not, directly or indirectly, use the Proprietary Marks in any manner or for any purpose whatsoever, nor may you use any trademarks or services marks that are confusingly similar to the Proprietary Marks.

Our Affiliate has licensed us to use the Proprietary Marks and to sublicense franchisees to use the Proprietary Marks in connection with the operation of Marshall Face2Face Businesses. The perpetual non-cancelable license agreement between us and our Affiliate is dated November 13, 2009. Except for this license agreement, there are no agreements currently effective that significantly limit our right to use or license the use of the Proprietary Marks in a manner material to the franchise. There are no superior

in any lawsuit arising out of your use of our copyrights or proprietary information in compliance with the Franchise Agreement, provided that you notify us immediately when you learn about any related claim, proceeding or lawsuit, we have had the opportunity to defend the lawsuit and you have cooperated with us in connection with our defense. We have the right to defend any claim, proceeding or lawsuit on your behalf, but are not required to do so.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the copyrights or proprietary information. There are no superior prior rights or infringing uses of the principal copyrights or proprietary information actually known to us which could materially affect your use of the principal copyrights or proprietary information in any state.

There are no currently effective material determinations of the USPTO, the United States Copyright Office or any court regarding our copyrights or proprietary information. There is presently no copyright infringement known to us that could materially affect you.

You, your Principals, each of your managers and each other person attending our training program must sign covenants of confidentiality to maintain the secrecy of the information we deem confidential. If we are not a party to that agreement, we will still be a third party beneficiary of the agreement with the independent right to enforce its terms.

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

We require that you be actively involved in the daily operations of your Marshall Face2Face Business. If we permit you to employ a manager to oversee the daily operations of your Franchised Business, for example if you own multiple Franchised Businesses, then (1) the manager must be approved by us and must have completed our training program to our satisfaction, (2) your manager must devote full time, energy, attention, and best efforts to the management and operation of the Franchised Business, and (3) you will remain ultimately responsible for the actions of your manager. Each manager must sign and deliver to us a signed confidentiality and non-competition agreement, in the form attached to the Franchise Agreement as Exhibit D, in which the manager agrees to maintain the confidentiality of our proprietary information and be bound by a covenant not to compete similar to your covenant not to compete. There are no other limits on whom you may hire as a manager.

You must conduct your Franchised Business and present yourself in a courteous and professional manner, according to our standards. If we receive complaints from your customers related to your demeanor or the manner in which you handle their account, we have the right to deal directly with your customers to resolve any complaint, and you must reimburse our costs in acting on your behalf. If there are repeated complaints from your customers, we have the right to terminate your Franchise Agreement.

You must submit to us a copy of each agreement you sign with each of your customers.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer, provide and sell the services approved by us to small and medium sized businesses through your Marshall Face2Face Business under the Proprietary Marks and in a manner consistent with our comprehensive standards and requirements. We may incorporate into the System new services and products that we believe will be successful. You must offer and provide those new services.

Provision	Section in Franchise Agreement	Summary
t Integration/merger clause	35	Only the terms contained in this Franchise Disclosure Document are binding (subject to state law), there are have been no oral representations, warranties or agreements, nor any claims or representations regarding potential sales, profits or earnings achievable by you
u Dispute resolution by arbitration or mediation	28	Arbitration within five miles of our headquarters
v Choice of forum	27, 28	Los Angeles County, California
w Choice of law	27	California

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote the Marshall Face2Face franchise

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Franchise Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert Marshall at 18034 Ventura Blvd, #447, Encino, California 91316 and (310) 924-2400, the Federal Trade Commission, and the appropriate state regulatory agencies.

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