

FRANCHISE DISCLOSURE DOCUMENT



SystemForward America, Inc. A Louisiana corporation 1018 Harding Street, Suite 101 Lafayette, Louisiana 70503 (337) 233-6211 - main (337)233-6655 – fax www.TemperaturePro.com info@TemperaturePro.com

TemperaturePro[®] franchises provide commercial and residential, insulation, heating, ventilation and air conditioning services. Additionally, TemperaturePro franchisees will provide other related services, if and as prescribed by the franchisor. SystemForward America, Inc. does not offer any company owned businesses.

The total investment necessary to begin operation of a TemperaturePro franchise is \$347,550 - \$358,700. This includes \$147,500 initial franchise fee that must be paid to the franchisor or affiliate(s).

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this document. You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different forms, contact SystemForward America, Inc.'s Franchise Department at 1018 Harding Street, Suite 101, Lafayette, Louisiana 70503 or (337) 233-6211.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read the entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant. Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "<u>A Consumer's Guide to Buying a Franchise</u>," can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at <u>www.ftc.gov</u> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

| Issuance | Date: | May | 1st, | 2018 |
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TemperaturePro FDD



STATE COVER PAGE

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

Call the state franchise administrator listed in $\underline{\text{Exhibit A}}$ for information about the franchisor, or about franchising in your state.

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

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

*1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE ALL DISPUTES BY ARBITRATION IN LOUISIANA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE IN LOUISIANA THAN IN YOUR HOME STATE.

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

*3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

* LOCAL LAW MAY SUPERSEDE THESE MEMBERSHIP APPLICATION AND AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM IN THIS DISCLOSURE DOCUMENT.

Effective Date: Applicable state-specific effective dates appear on the following page.



STATE EFFECTIVE DATES

The following are the effective dates for the states where we are registered to offer and sell franchises:

| STATE | EFFECTIVE DATE | | |
|--------------|----------------|--|--|
| California | pending | | |
| Illinois | pending | | |
| New York | pending | | |
| Virginia | pending | | |
| Washington | pending | | |
| Hawaii | pending | | |
| Indiana | pending | | |
| Wisconsin | pending | | |
| Minnesota | pending | | |
| Rhode Island | pending | | |
| Maryland | pending | | |
| North Dakota | pending | | |
| South Dakota | pending | | |

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