



FRANCHISE DISCLOSURE DOCUMENT

Interface Financial Corp.
7910 Woodmont Avenue, Suite 1430
Bethesda, MD 20814
800-387-0860
ifg@interfacefinancial.com

www.interfacefinancial.com

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Dept of Business Oversight

The franchise is a financial services business which provides financial services to businesses by purchasing, for cash, their invoices at a discount (generally at 90% of their face value)

The total investment necessary to begin operation of an Interface Financial Corp franchise ranges from \$91,300 to \$142,300 This includes a \$39,000 franchise fee that must be paid to the franchisor or affiliate For honorably discharged veterans the total investment to begin is \$86,300 to \$137,300, which includes a franchise fee of \$34,000

You may wish to receive your disclosure document in another format that is more convenient for you To discuss the availability of disclosure in different formats, contact David Banfield at 180 Renfrew Drive, Suite 245, Markham, Ontario, Canada L3R9Z2, (800) 387-0860

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.**

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

Buying a franchise is a complex investment The information in this disclosure document can help you make up your mind More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission 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 www.ftc.gov for additional information on franchising

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

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FOR USE IN THE STATE OF CALIFORNIA

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 administrators listed in Exhibit C for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

- 1 THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN MARYLAND. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MARYLAND THAN IN YOUR HOME STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT MARYLAND 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 YOUR TERRITORY IS NOT EXCLUSIVE.
- 4 FAILURE TO PURCHASE AT LEAST \$100,000 IN INVOICES EACH 12-MONTH PERIOD MAY RESULT IN THE TERMINATION OF THE FRANCHISE.
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

Effective Date March 1, 2014

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