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FRANCHISE DISCLOSURE DOCUMENT

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NATIONAL INTERNET CORPORATION

a Delaware Corporation
d/b/a WSI
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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

The franchise is for WSI Businesses which provide full service digital marketing systems to businesses (the "System") under the trademark WSI[®], and other authorized marks

The total investment necessary to begin operation of a WSI Business ranges from \$64,350 to \$94,350. This includes an initial franchise fee that must be paid to us, which is calculated based on the type of license you elect, as follows: (i) \$49,700 for a Local Territory License, (ii) \$59,700 for a Regional Territory License, and (iii) \$69,700 for a National Territory License.

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 formats, contact Administrative Department at 1660 Tech Avenue, Unit 2, Mississauga, Ontario, Canada L4W 5S9 or (905) 678-7588 or admin@wsicorporate.com

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 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, DC 20580. You can also visit the FTC’s home page at www.ftc.gov 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.

Date of Issuance: March 18, 2016, as amended December 6, 2016

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 Exhibit D for information about the franchisor or about franchising in your state.

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

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

1. **THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION ONLY IN TORONTO, ONTARIO, CANADA OR AT A MUTUALLY AGREED LOCATION AND BY ARBITRATION ONLY AT A LOCATION TO BE SELECTED BY THE ARBITRATOR. ANY DISPUTES (OTHER THAN OUR INJUNCTIVE CLAIMS WHICH MAY BE BROUGHT IN ANY COMPETENT COURT) NOT FULLY RESOLVED BY MEDIATION OR ARBITRATION MUST BE LITIGATED ONLY IN LEWES, DELAWARE. OUT OF STATE MEDIATION, ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN TORONTO OR TO ARBITRATE OR LITIGATE WITH US IN DELAWARE THAN IN YOUR HOME STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT DELAWARE 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. **IF YOU PURCHASE A REGIONAL TERRITORY OR A NATIONAL TERRITORY, YOU MAY BE SELLING TO CUSTOMERS LOCATED IN ANY SMALLER TERRITORY OF ANOTHER FRANCHISEE THAT IS INCLUDED IN THE LARGER TERRITORY.**
4. **YOUR TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS. FRANCHISOR CONTROLS.**

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