



ATTACHMENT II
TO
FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

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In consideration of, and as an inducement to, the execution of the Franchise Agreement ("Agreement") by Maui Wowi Franchising, Inc. ("Maui Wowi"), each of the undersigned hereby personally and unconditionally:

1. Guarantees to Maui Wowi and its successors and assigns, for the term of the Agreement, including renewals thereof, that the below named Franchisee ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and all obligations related thereto, including the terms of the articles and sections pertaining to non-competition during the term of the Agreement, confidentiality and the Marks and copyrighted works of Maui Wowi.

3. Each of the undersigned waives the following:

- a. Acceptance and notice of acceptance by Maui Wowi of the foregoing undertaking;
- b. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- c. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- d. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and
- e. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

4. Each of the undersigned consents and agrees that:

- a. His or her direct and immediate liability under this guaranty shall be joint and several;
- b. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;
- c. Such liability shall not be contingent or conditioned upon pursuit by Maui Wowi of any remedies against Franchisee or any other person; and
- d. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Maui Wowi may from time to time grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement, including renewals thereof.

5. He or she shall be bound by the restrictive covenants, confidentiality provisions, audit provisions, and indemnification provisions contained in the Agreement.

6. The arbitration, injunctive relief, governing law and jurisdiction provisions contained in the Agreement shall govern this guaranty and such provisions are incorporated into this guaranty by reference.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

Name of Licensee: _____

GUARANTOR(S)

Date: _____

(Print Name)

Signature

Address

Telephone Number

Date: _____

(Print Name)

Signature

Address

Telephone Number