BIOPURE, LLC

FRANCHISE DISCLOSURE DOCUMENT

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bioPURE LLC, an Ohio limited liability company
655H Fairview Rd, Ste 333, Simpsonville, SC 29680
(844) 800-7873
contactus@biopureservice.com
www.biopureservice.com

As a franchisee, you will establish and operate a business that provides service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold, or mildew, and deodorization and odor removal (collectively referred to as an "Microbial Disinfection Business") using the trade name bioPURE™.

The total investment necessary to begin operation of a single bioPURE™ franchised business ranges from $22,500 to $78,064. This includes $15,285 - $39,384 that must be paid to the franchisor or its 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 formats, contact Travis Barr at tbarr@biopureservice.com or by phone at (423) 914-5070.

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. 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: April 21, 2022

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only bioPURE business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a bioPURE franchisee?	Item 20, Exhibit D and Exhibit E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit B.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

2. **Unregistered Trademarks**. The primary trademark that you will use in your business is not federally registered. If the Franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a risker investment than a franchise in a system with a longer operating history.

4. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

5. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

(j) If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL (IF APPLICABLE) DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding the notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise
G. Mennen Williams Building, First Floor
525 West Ottawa
Lansing, Michigan 48933
Telephone: 517-373-7117

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LIST OF EXHIBITS

EXHIBITS

A FRANCHISE AGREEMENT AND SCHEDULES
- Exhibit A. Basic Terms
- Exhibit B. Guaranty and Assumption of Obligations
- Exhibit C. Territorial Policy

B AGENCIES/AGENTS FOR SERVICE OF PROCESS

C FINANCIAL STATEMENTS
D LIST OF FRANCHISEES AND COMPANY-OWNED OUTLETS
E LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
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I STATE SPECIFIC ADDENDA and ADDENDUM TO FRANCHISE AGREEMENT
J TERRITORY RESERVATION AGREEMENT

REGISTERING STATES REQUIRE ADDITIONAL DISCLOSURES AND RIDERS TO THIS DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT. ADDITIONAL DISCLOSURES AND RIDERS APPEAR IN EXHIBIT I.

ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

For ease of reference in this disclosure document, the franchisor, bioPURE LLC, is referred to as "we," "us" or "Franchisor," and sometimes "bioPURE" and the person who buys the franchise is referred to as "you," "your," or "Franchisee." The business that is operated under the Franchise Agreement is referred to as the "franchise," the "Business" or "Microbial Disinfection Business" and the right to operate granted by the Franchise Agreement is sometimes referred to as the "license" or "franchise." If you are a legal entity, the provisions of the Franchise Agreement and related agreements apply to your owners.

This disclosure document outlines and summarizes some contractual obligations of both the Franchisor and the Franchisee which are found in the Franchise Agreement and other agreements. For ease of reference and understanding, these obligations may be paraphrased or described in general terms in this document. Such outlines or summaries do not supersede, replace or modify the actual text of the obligation contained in the relevant agreement.

The Franchisor and Predecessors

The Franchisor is bioPURE, LLC. We were organized as an Ohio limited liability company on September 20, 2019. We maintain our principal place of business at 655H Fairview Rd, Ste 333, Simpsonville, SC 29680. Our telephone number is (844) 800-7873, our email address is contactus@biopureservice.com, and our website is www.biopureservice.com. We do business under our corporate name and under the name "bioPURE." We do not engage in any other business activity. Our agents for service of process are listed on Exhibit B.

On December 31, 2021, bioPURE Holdings LLC acquired the majority outstanding membership interests of bioPURE, LLC and the methods and intellectual property associated with the franchise model being offered and sold under this Disclosure Document from Retail Service Systems, Inc. ("RSS") pursuant to a Membership Interest and Asset Purchase Agreement, dated as of December 31, 2021 (the "Purchase Agreement"). We previously had a right to use the methods and intellectual property associated with the franchise system pursuant to a license agreement with RSS. After such transaction to bioPURE Holdings, LLC, we now have a right to use the methods and intellectual property franchised and licensed under this Disclosure Document pursuant to a license agreement with bioPURE Holdings, LLC, dated as of December 31, 2021. Pursuant to the Purchase Agreement, RSS is no longer an owner or an affiliate of bioPURE, LLC, and is now our predecessor. RSS was formed as an Ohio corporation on May 22, 2013, under the name Retail Service Systems, Incorporated. RSS's principal business address is 6221 Riverside Drive, #2N Dublin, Ohio 43017. RSS's telephone number is (614) 401-2901. RSS has no parent entity.

Our Affiliates

bioPURE Services, LLC ("bioPURE Corporate") is an affiliated business that owns the trademarks and related registered intellectual property associated with the bioPURE brand. bioPURE Corporate was organized as an Ohio limited liability company on October 24, 2018.

Kinder Holdings, LLC ("Kinder Holdings") is a South Carolina limited liability company. It is our affiliate and as noted above, on October 23, 2018, RSS acquired the intellectual property associated with this business model from Kinder Holdings. On December 31, 2021, pursuant to the Purchase Agreement, RSS transferred such intellectual property to bioPURE Holdings LLC. Kinder Holdings operates two bioPURE locations, one in Greenville, South Carolina, and the other in Sumter, South Carolina and has operated the businesses since May 2016.

bioPURE Holdings LLC is our affiliate that owns the methods and intellectual property associated with the bioPURE franchise system and has licensed such information to us pursuant to a license agreement dated as of December 31, 2021.

Our Business Experience

Since May 2016, our affiliate Kinder Holdings has provided service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold remediation, mildew, indoor air quality, duct cleaning, restoration, mosquito spraying, and deodorization and odor removal (collectively referred to as a "Microbial Disinfection Business"). We do not and have not operated a Microbial Disinfection Business. Our affiliates own and operate Microbial Disinfection Businesses which are similar to the franchise Business you will operate under the Franchise Agreement. Those affiliated owned and controlled units are listed as company-owned outlets in Item 20.

Our affiliates have operated businesses similar to the Microbial Disinfection Business since May 2016. We have not offered franchises in any other line of business. Our predecessor, RSS, has never operated businesses similar to the Microbial Disinfection Business and does not directly offer or sell franchises, but did own the intellectual property and business methods of the Microbial Disinfection Business and licensed those assets to us between October 23, 2018 to December 31, 2021. RSS does offer and sell franchises through its affiliated-company, BoxDrop, LLC ("BoxDrop"). BoxDrop has a principal business address of 6221 Riverside Drive, #2N, Dublin, Ohio 43017 and a telephone number of (614) 965-3981. BoxDrop offers franchises for the operation of a mattress and furniture retail store, which is a separate line of business and is not related to the franchise offered under this Disclosure Document. BoxDrop began offering franchises in December 2019. BoxDrop is no longer our affiliate.

Except as noted above, none of our affiliates have offered franchises in the same line of business as offered in this disclosure document or in any other line of business.

Description of the Franchise

If you sign a Franchise Agreement, you will operate a Microbial Disinfection Business. You will operate the Business under the mark bioPURE and the additional principal service marks, trademarks, trade names, logos, emblems, slogans or other indicia of origin which are or may be designated by us in the future (the "Marks") for use in accordance with the methods and processes developed by us in connection with the franchise (the "System") within a specified geographical area (the "Territory"). The System includes our operating systems, marketing systems, business techniques, and methods, processes, policies and procedures for Microbial Disinfection Business services along with items of trade dress, sales, leadership and management training for the

development and operation of bioPURE Businesses, including all training materials, all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time.

The Business offers services to the general public, focusing on and including residential and commercial customers, and the services are offered in a developed market. There may be other nationally recognized trade names in the Microbial Disinfection Business industry. You will compete with independent Microbial Disinfection Business service technicians, locally-owned services businesses, and national companies and referral services when you open for business or sometime in the future as competition expands.

The standard form of franchise agreement we are now offering is included in this disclosure document as Exhibit A (the "Franchise Agreement"). When we update our disclosure document, the form of the Franchise Agreement and other agreements may change; fees and other obligations may increase; and the terms and conditions on which you may obtain a franchise may be less favorable as compared with a previous disclosure document.

In addition, through our Territory Reservation Agreement (attached as Exhibit J to this disclosure document, the "Territory Reservation Agreement"), we offer bioPURE franchisees which meet our criteria contained in our Operations Manual an opportunity to reserve a territory in which they may operate another Microbial Disinfection Business in addition to their existing franchised Business. If you sign a Territory Reservation Agreement with us, you can reserve the right, for up to eighteen (18) months, to develop a bioPURE Microbial Disinfection Business within the reserved defined area for the reservation fee. Under such Territory Reservation Agreement you would then develop and operate your Microbial Disinfection Business under a Franchise Agreement with us and would be subject to the terms and conditions of such Franchise Agreement.

Industry Specific Regulations

Federal, state and local labor regulations, including minimum age and minimum wage laws and other laws and regulations apply to businesses generally. As the principal products and services of the Business are Microbial Disinfection Business-related, you must comply with any licensing laws and regulations pertaining to such businesses. There may be state, federal, or local laws regarding the spraying of certain products or certain methods of spraying products, or regarding any claims you make regarding the effectiveness of certain products on certain germs or fungi, which could affect your business. These laws vary from place to place. You are responsible for obtaining any licenses or permits required by your locality for performing the work of the franchise. There may be other laws that apply to the Business and you should investigate these laws.

In addition to maintaining all necessary licenses and permits, you must ensure that your employees and others providing Microbial Disinfection Business services to customers on behalf of the Business have all required licenses and permits, and you must ensure that you comply with all federal, state, and local laws pertaining to workplace safety requirements. In certain jurisdictions, either you or an employee may need to have a certain number of years of experience in the Business, in addition to the necessary individual licensing, to qualify for a business license. In some jurisdictions, if you are providing mold remediation or restoration services, or mosquito spraying services, and/or duct cleaning services, you may need to obtain a special license. If you are located

in any of those jurisdictions and do not have the required experience, you must hire (or partner with) at least one individual who has and maintains the valid necessary license and is in good standing in such jurisdiction. Additionally, various jurisdictions may require any or all employees involved in a Microbial Disinfection Business to be trained and tested, and you must ensure compliance with all such requirements.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your operation of the Business.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Brandon Kinder

Brandon Kinder has served as our Chief Executive Officer since August 1, 2021 in Greenville, South Carolina. Prior to that, Mr. Kinder served as our President from September 20, 2019 – July 31, 2021 in Greenville, South Carolina. He has also served as the President of bioPURE Corporate since October 2018 in Greenville, South Carolina. Prior to joining bioPURE, he formed Kinder Holdings in Greenville, South Carolina in May 2016 and began using the business concept that would later become bioPURE. From September 2012 until October 2018, Mr. Kinder served as a dental practice specialist for 3M Company before joining bioPURE Corporate. Mr. Kinder is located in Greenville, South Carolina, and performs all functions for bioPURE from South Carolina.

Vice President of Operations: Travis Barr

Travis Barr has been our Vice President of Operations since August 1, 2021, located in Johnson City, Tennessee. Prior to that, he was our Operations Manager from August 2020 through July 31, 2021, providing services from Johnson City, Tennessee. Between 2007 – and August 2020, Mr. Barr was the Group General Manager for Target Media Partners, located in Blountville, Tennessee.

Vice President of Customer Service and Relations: Aaron Andrew

Aaron Andrew has been our Vice President of Customer Service and Relations since August 2021 in Johnson City, Tennessee. Prior to that he was our Franchise Support Manager from December 2020 to August 2021. Before that he was our Chief of Staff from June 2020 to December 2020. From July 2019 through December 2020 he served as a technician and sales in our bioPURE company-owned outlet in Johnson City, Tennessee. Mr. Andrew worked for Retail Service Systems Inc. between January 2017 through July 2019 in Johnson City, Tennessee as a recruiting team member and quality control.

Except as otherwise stated above, the location of each of the positions described above is 655H Fairview Rd, Ste 333, Simpsonville, SC 29680.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

We charge an initial franchise fee ("Initial Franchise Fee") of Twenty-Nine Thousand Dollars ($29,000) for your first bioPURE Business that you purchase. If, and only if, an existing franchisee can qualify for the Franchise Expansion Program, their Initial Franchise Fee for their additional bioPURE Business will be reduced. We charge a reduced Initial Franchise Fee of Fifteen Thousand Dollars ($15,000) for any existing franchisee purchasing their second (and beyond) bioPURE Businesses from us in accordance with the below terms (the "Franchisee Expansion Program"). Under the Franchisee Expansion Program, an existing franchisee is eligible for the reduced Initial Franchise Fee pursuant to the Franchisee Expansion Program if such existing franchisee: (1) has operated a bioPURE Business for at least four consecutive months; (2) is in compliance with all terms and obligations of their existing Franchise Agreement with us; and (3) owns at least fifty percent (50%) of the outstanding equity of the entity signing the new Franchise Agreement with us. The Franchisee Expansion Program shall be offered from now until April 30, 2023. The Franchisee Expansion Program is applied uniformly, and all franchisees which do not qualify for the Franchisee Expansion Program will uniformly be charged the same Initial Franchise Fee of $29,000 for their Business.

This Initial Franchise Fee is consideration for your rights to the Franchise. You must pay us the Initial Franchise Fee in full when you sign the Franchise Agreement. The Initial Franchise Fee is not uniform for all franchisees opening a Business under the Franchise Agreement, as the Initial Franchise Fee is either $15,000 or $29,000. The Initial Franchisee Fee is a set amount, and there is no range in which the Initial Franchise Fee may fall between, but there are two different amounts which may be charged for sales of franchises under this Franchise Disclosure Document, depending upon whether a franchisee qualifies under the Franchisee Expansion Program. The Initial Franchise Fee, regardless if it's the full amount or the reduced amount under the Franchisee Expansion Program, is non-refundable and is fully earned upon receipt. The Initial Franchise Fee is non-refundable. We do not provide financing for any portion of the Initial Franchise Fee or any other costs, though you may be able to obtain financing from third party sources not affiliated with us.

Initial Equipment Order and Inventory Order

After you sign the Franchise Agreement, but before you open for business, you will need to order sufficient quantities of equipment and supplies from us, unless you qualify for the Franchisee Expansion Program as noted below. Currently, we require an initial order ("Initial Order") for a total package price of $10,064 for all Franchisees who do not qualify for the Franchisee Expansion Program, which includes the following minimum quantities of supplies and equipment from us or an affiliate: (i) two electrostatic spraying machines; and (ii) an initial order of bioPURE disinfecting product that you will use with the electrostatic spraying machine, as well as related disinfectant products and containers of various sizes. At the time you order the Initial Order, you are permitted (but not required) to order additional supplies and equipment from us as well, but you must, at a minimum, purchase the Initial Order. Provided, however, if you qualify for the Franchisee Expansion Program you are not required to purchase the Initial Order. We reserve the right to change the specific quantities and sizes of the various disinfecting products and equipment included in the Initial Order, provided, that we will not charge more than, and the total value of the Initial Order shall remain at, $10,064.

Currently between now and April 30, 2023, we are covering the entire cost of the Initial Order for individuals honorably discharged from any branch of the U.S. Military (the "Veteran's Program"). Therefore, if you qualify for the Veteran's Programs, you will place an order for the Initial Order after you sign the Franchise Agreement, but we will cover the entire cost of the order. After April 30, 2023, all franchisees new to the bioPURE system who do not qualify for the Veteran's Program or the Franchisee Expansion Program will be required to pay us the cost of the Initial Order in full prior to the opening of their business. Any additional supplies or equipment that you desire to purchase beyond the Initial Order will be at your discretion and at your sole cost and expense.

The contents and price of the Initial Order is uniform for all franchisees except for those franchisees qualifying for the Franchisee Expansion Program. You must pay us for the Initial Order when it is placed which will be before your Business is open and operational, provided, however, if you purchase a franchise before April 30, 2023 and qualify for the Veteran's Program, we will cover the cost of the Initial Order and you will not be required to pay us this amount. The amount of the Initial Order is non-refundable and is fully earned upon receipt.

For those franchisees who qualify for the Franchisee Expansion Program, no Initial Order is required to be purchased, and the Initial Order will not be provided free of charge by us or our affiliates to those Franchisee Expansion Program franchisees who choose to purchase the Initial Order or other additional supplies or equipment from us or our affiliates.

Software System and Computer System Fees

We require all franchisees to use our designated specific point-of-sale software system and/or required software for any aspect of the Business ("Software System"). Currently, we hold the licenses for the Software System and sublicense the rights of use to you. You are required to pay us for the use of the Software System. You will be required to pay to us or our affiliate an initial fee of $250 and on-going monthly fees of $250 per month for software included our Software System (the

monthly fees, collectively the "Software Fee"). The first month's payment of the Software Fee for your use of such software and services for the first month of the Business is due and payable to us upon the execution of the Franchise Agreement and receipt of an invoice from us. The Software Fee is non-refundable and such fees are uniform for all franchisees.

Insurance Fee

We require all franchisees to purchase pollution liability insurance coverage through us (and we, in turn, purchase a policy from a third party and list you as an additional insured), which cost shall be billed on a monthly basis to you ("Insurance Fee"). Such insurance currently provides up to $5 million of available insurance coverage to you and us in the event of certain covered events. You will be charged the Insurance Fee on the first of the month following the execution of your Franchise Agreement, even if your Business is not yet operational at such point in time. We will send you an invoice for the Insurance Fee each month thereafter, and such Insurance Fee will be immediately due and payable to us. The current Insurance Fee is $35 per month. You will be charged no more than twice (for a total of $70) for the Insurance Fee before your Business is open and operational. If your Business is not yet operational after we have charged you twice for the Insurance Fee, we will stop collecting the Fee until after your Business is open and operational. The Insurance Fee is non-refundable and such fees are uniform for all franchisees.

Territory Reservation Fee

bioPURE franchisees with at least one executed franchise agreement by and between us and them have the opportunity to enter into a Territory Reservation Agreement with us in the form attached as Exhibit J to this disclosure document. If you choose to sign a Territory Reservation Agreement, you can reserve the right, for a period of twelve (12) months, to develop a bioPURE Business in a defined area for a of Twenty Thousand Dollars ($20,000) (the "Reservation Fee"). Under a Territory Reservation Agreement, you have the right, but not the obligation to develop an additional Microbial Disinfection Business within a separate territory from the Territory provided to you under your Franchise Agreement. The Reservation Fee is non-refundable, is uniform for all franchisees and is due and payable to us upon execution of the Territory Reservation Agreement. The Reservation Fee is in addition to any Initial Franchise Fee which would be due at the time you execute a Franchise Agreement for the operation of such additional Microbial Disinfection Business. However, if you sign a Franchise Agreement for such additional Microbial Disinfection Business within twelve (12) months of the date that you sign the Territory Reservation Agreement, then we will apply Ten Thousand Dollars ($10,000) of your Reservation Fee toward the Initial Franchise Fee required under such Franchise Agreement. If you desire to extend the term of the Territory Reservation Agreement for another six months beyond the initial 12 month term for an eighteen (18) month term, you are required to pay us an additional fee of $10,000 (the "Territory Reservation Extension Fee"). The Territory Reservation Extension Fee is non-refundable.

Referral Fee

If after you have become a bioPURE franchisee, you complete and send us a referral form which clearly identifies you as the party making the referral, and you refer to us a prospective franchisee for a bioPURE franchise (not as a part of a transfer), and your referral actually purchases a bioPURE franchise, we may (and we reserve the right to or not to, at our discretion) provide you

with a referral fee in the amount of $2,500 provided that such franchisee is in good standing for a minimum of twelve (12) months after signing their franchise agreement. We may implement, end or change this policy, and impose rules or conditions, whenever we choose. We do not expect or want you to be involved in the franchise solicitation, offering or sales process, and you are strictly prohibited from doing so. You are simply passing along to us the name of someone you know who may be interested in acquiring a new bioPURE franchise. The Referral Fee paid to you is non-refundable, meaning we will not ask for it back.

ITEM 6
OTHER FEES

Fee [1]	Amount	Due Date	Remarks
Licensing Fee [2]	Varies, a maximum and baseline of 8% of Gross Sales, with possible reductions down to 7.5% and 7% of Gross Sales based on annual revenue.	Payable twice per month: first payment covering days 1-15 of the month is due a week after the 15th and the second payment covering days 16 – the end of month is due a week thereafter. See note 2.	This fee covers, among other things, use of our Marks and Our proprietary System. See Note 2.
Ongoing disinfectant inventory	The cost for all bioPURE Clean pouches or similar products we designate as supply inventory for your Business, typically about $1,500 per month.	Upon placing the order	You must buy all bioPURE Clean pouches or similar products we designate from us or, at our option, from our affiliate at our designated pricing (see Item 8). You are required to use such disinfectant products in the operation of your Business. The amount of your ongoing disinfectant supply inventory will depend on many factors, including your spraying technique and the volume used during application, the square footage of each customer's location, how many technicians you are using in the Business, and the number of your customers.
National Marketing Fund Fee	2% of Gross Sales capped at $1,000 per month	Payable once per month, following the conclusion of the month.	This fee will cover the cost of brand development, internet marketing, and production of advertising and marketing materials for the System. See note 3.
Software Fee	$250 per month currently in addition	Upon signing the Franchise Agreement, and then	You must use the Software System we specify and pay any associated fees to us, if we so elect. These fees

Fee [1]	Amount	Due Date	Remarks
	to an initial payment of $250.	payable once per month, following the conclusion of the month.	may change in the future, and we may change the Software System from time to time. See note 4.
Insurance Fee	$35 per month	Payable once per month, following the conclusion of the month.	This fee pays for a third-party insurance policy covering your Microbial Disinfection Business providing up to $5 million in coverage for, among other things, pollution liability.
Key Accounts / Management Fee	We reserve the right to charge up to 5% of the total Gross Sales related to or generated by the Key Accounts work completed by your Business	When you are billed or when the fee is deducted from your payment(s) for work performed or added to the invoice.	If we institute this program and if you participate, we reserve the right to require you to pay a Key Accounts / Management Fee to us or our designee. We may also sometimes refer to this fee as a "Key Accounts Management Fee." See note 5.
Regional Meetings / Annual Convention	Annual Convention Fee, currently $0 but we reserve the right to charge up to $350. Costs and expenses incurred by your attendees, plus the costs of travel, lodging, and entertainment.	As incurred	We may charge an Annual Convention Fee to attend required regional meetings or the required annual conventions. In addition, you are responsible for all costs and expenses incurred by your attendees, including travel, lodging, and entertainment. The annual franchisee convention is a critical learning and networking experience for franchisees to continue to grow their business.
Transfer Fee	$10,000	Before transfer	You must pay us this fee when (as approved by us) you sell your Business, but we may discount or waive the transfer fee if the transfer is to a legal entity you control or to a member of your immediate family.
Late Fees	$100 per day	On demand	Applies to overdue fees from the due date until all sums are paid.
Dishonored Check of ACH draft or EFT failure	$50	On demand	You must pay us for each check returned, ACH draft refused by your financial institution, or EFT attempt that was unsuccessful for insufficient funds in your account.
Interest	12% on unpaid balances	On demand	Payable on all overdue amounts. The twelve (12%) charge is calculated as a per annum rate but may be collected on demand, including weekly or

Fee [1]	Amount	Due Date	Remarks
			monthly, through automatic bank draft.
Training Fees	Costs and expenses incurred by your trainees in connection with any training programs and seminars.	As incurred.	Costs and expenses incurred by your trainees in connection with any training programs (after your initial training) and seminars are your responsibility. There will be no charge for our regularly scheduled training and seminars.
Failure to Maintain Insurance	Our actual cost of insurance premiums and a reasonable fee for expenses we incur	On demand	If you fail to maintain the required insurance coverage on your franchise, we may acquire and pay for the insurance coverage and charge you.
Audit	Cost of audit plus expenses, plus any amount owed as shown by the audit, plus interest and late fees	When you are billed	We may charge you an evaluation fee to compensate us for our costs and expenses during any follow-up evaluation or any evaluation that you request
Successor Franchise Fee	$3,000	On renewal	See Item 17 for terms and conditions for acquiring a successor franchise. See note 6.
Unapproved Suppliers	Our actual out-of-pocket costs of inspection or testing	On demand	
Territory Reservation Extension Fee	$10,000	Payable if you request a 6-month extension to the Territory Reservation Agreement	Limited to a single 6-month extension.
Minimum Sales Amount Failure Fee	10% of the Minimum Sales Amount less your actual amount of Gross Sales for that fiscal year	On demand, annually	If you fail to achieve your required Minimum Sales Amount for a fiscal year, you may be charged this fee. See note 7.
Advertising Cooperative	Not exceed 3% of Gross Sales	Determined by coop members	We may designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your market. The members of the cooperative establish their own procedures and contributions, subject to our approval (see Item 11). See Notes 1 and 3.
Indemnification and attorneys' fees and costs	Varies according to loss	On demand	If we must engage an attorney to enforce our rights under the Franchise Agreement and we prevail, or if we are sued because of something you do

Fee [1]	Amount	Due Date	Remarks
			or fail to do, you must indemnify us and/or reimburse us for all costs, including reasonable attorneys' fees (which may include outside counsel fees and in-house legal costs charged at rates comparable to outside attorneys), interest, court costs, and expenses expended or incurred in enforcing our rights

Notes:

1. **Fee Payment Information**. All fees that we currently charge are imposed by us and are payable to us, or our designated affiliate, provided, however any local or regional advertising cooperative fees, which are imposed by the cooperative, will be payable to the cooperative. You may be required to pay by automatic bank draft all current and future fees specified in this Item 6, or they may be due and payable as part of the Franchisee Biweekly Payment, if we so choose. Some banks or other financial institutions may charge a fee for electronic transfers, but these fees may be negotiable. All fees are uniform for all franchisees and are non-refundable.

2. **Payment of Licensing Fee; Gross Sales; and Collection of Accounts**. During the term of your Franchise Agreement, you must pay us a continuing licensing fee (the "Licensing Fee"). The Licensing Fee will be calculated based upon your annual Gross Sales (as defined below in this Note), and therefore may differ year to year under the Franchise Agreement. During the first calendar year after execution of the Franchise Agreement, the Licensing Fee shall be an amount equal to:

(a) eight percent (8%) of your Gross Sales up to $150,000 in annual Gross Sales;

(b) seven and one-half percent (7.5%) of your Gross Sales from $150,001 through $600,000 in annual Gross Sales; and

(c) seven percent (7%) of your Gross Sales above $600,000 in annual Gross Sales.

For each subsequent calendar year of the term of the Franchise Agreement, the Licensing Fee shall be an amount equal to the applicable percentage of Gross Sales (the "License Fee Percentage") that corresponds to your annual Gross Sales amount as of December 31 of the immediately preceding year, from the first dollar up to the corresponding applicable Gross Sales threshold, and such License Fee Percentage shall be subject to decrease (but not increase) based on the levels of Gross Sales. For illustration purposes only, if your annual Gross Sales amount as of December 31 for the second year during the term of the Franchise Agreement exceeds $600,000, then your License Fee Percentage for the subsequent calendar year will be 7% for all Gross Sales; and if your annual Gross Sales amount for the end of the third year of the term, as of December 31, is $300,000, then your License Fee Percentage for the calendar year of the fourth year of the Franchise Agreement term will be 7.5% for your Gross Sales through $600,000 and 7% for your Gross Sales above $600,000.

The term "Gross Sales" means the total revenues and receipts from whatever source (whether in the form of cash, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of — or in connection with — your Business whether under any of the Marks or otherwise, and shall include without limitation, proceeds from any business interruption or casualty insurance. Gross Sales exclude sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. Licensing Fee payments will begin with the first period of a week or part of a week that your Business is open and operating. Such Licensing Fee payments will be due and payable as part of the Franchisee Biweekly Payment (as defined herein) thereafter during the term of the Franchise Agreement. The Licensing Fee is not refundable, and is uniformly applied and charged to each franchisee, though each Franchisee will be paying their applicable License Fee Percentage.

Twice per month, you are required to remit to us all amounts due or outstanding to us for the Licensing Fees. Once per month, you are required to remit to us all amounts due or outstanding to us for the Software Fees, Insurance Fee, National Marketing Fund Fee, or any amounts otherwise due or owing by you to us for such prior two week period, in addition to any and all late fees, interest, or charges due to us as set forth in the Franchise Agreement. Such fees are immediately due upon receiving an invoice from us for the applicable amounts.

In the event you fail to submit any fees to us when due, we may automatically withdraw the estimated amounts of these fees from your debit, checking, or other designated bank account.

3. **National Marketing Fund Fee; Advertising Cooperatives**. During the term of your Franchise Agreement, you must contribute to the National Marketing Fund (as described in greater detail in Item 11) in an amount equal to two percent (2%) of your Gross Sales (the "National Marketing Fund Fee") for each biweekly reporting period; provided, however, that you shall not be required to pay more than $1,000 each calendar month for such National Marketing Fund Fee (the "Marketing Fund Cap"). The applicable period of time in which the Marketing Fund Cap will apply is from the first calendar day of each month until the last calendar day of each month.

The contribution of the National Marketing Fund Fee will begin with the first period of a week or part of a week that your Business is open and operating, and such payments will be due and payable as part of the Franchisee Biweekly Payment thereafter during the term of the Franchise Agreement. The National Marketing Fund fee is not refundable, and is uniformly charged to each franchisee. This fee pays for the marketing and advertising programs that we will conduct on behalf of the System and brand awareness for the Marks.

While we will determine if and when an advertising cooperative is formed, but the Advertising Cooperative's members are responsible for its administration. The advertising cooperative's members will determine contribution levels and all company-owned or affiliated owned bioPURE Businesses will contribute to the advertising cooperative at the same level as franchisee-owned units; provided, no advertising cooperative will be allowed to charge more than three percent (3%) of a Franchisee's annual Gross Sales. There is no set minimum that an advertising cooperative must charge its members (if formed). All material decisions of an advertising cooperative will require the affirmative vote of 51% of all bioPURE Businesses operating within the cooperative's area (including those that we and our affiliates operate, if applicable), with each

Business receiving one vote. Neither we, nor any of our affiliates operating a Business, will have any more voting power than the participating franchisees in such Advertising Cooperative, provided that we will mandate that no cooperative will charge more than three percent (3%) of a Franchisee's annual Gross Sales as their contribution level. We will not impose our voting power to set a minimum contribution for cooperatives.

4. **Software System and Other Software**. We reserve the right to increase on-going monthly fees. The Software Fees are non-refundable and such fees are uniform for all franchisees. All Software Fees will be paid to us upon receiving an invoice from us once per month, and the amounts of the fees may change in the future in our discretion, as described in the Franchise Agreement.

5. **Key Accounts and Third Party Fees**. A "Key Account" is a customer account which may be national or regional, and which typically, but does not always, have multiple locations, and/or may be a customer of yours which was the result of any lead or any agreement developed by us for the System. If we establish a Key Accounts program, either nationally or for specific national or regional customers, which would be created to maintain and service Key Accounts which may contain locations within multiple franchisee Territories, you may participate in it by agreeing to the terms and conditions of such Key Account, provided, however, if you choose not to participate in the Key Account program, you must allow us or other franchisees to service such Key Account customers which are in your Territory without additional compensation to you.

6. **Successor Franchise.** If you are signing a Franchise Agreement for an initial term, you will have certain rights to obtain a successor franchise, subject to satisfying certain conditions described in the Franchise Agreement.

7. **Minimum Sales Amount Failure Fee**. Starting upon the date of your grand opening, you will be required to achieve minimum Gross Sales each year of operation of your Business (such minimum, the "Minimum Sales Amount"). The Minimum Sales Amount will be different for the first and second years of operation and will remain consistent for years 3 and thereafter. The Minimum Sales Amount for such years is described in your Franchise Agreement. We reserve the right to change the Minimum Sales Amount from time to time. If you fall below the Minimum Sales Amount, we will place you on a Performance Improvement Program (as defined in the Franchise Agreement) which we will design with you to assist you in increasing your Gross Sales to aid you in meeting the Minimum Sales Amount. If you fail to achieve the Minimum Sales Amount after completion of the Performance Improvement Plan, you will, at our discretion, lose the protected rights over your Territory, receive a reduced Territory size, or pay us a fee of up to 10% of the Minimum Sales Amount *less* your actual amount of Gross Sales.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT MADE
Initial Franchise Fee 1/	$15,000 to $29,000	Lump sum	On your signing the Franchise Agreement	Us
Local Advertising Spend 2/	$0 to $4,500	Monthly, as arranged	As arranged	Suppliers
Real Property 3/	$0 to $4,000	Monthly, as arranged	As arranged	Lessor
Initial Order 4/	$0 to $10,064	Lump sum	On your signing the Franchise Agreement	Us
Office Furnishings, Signage & Fixtures 4/	$0 to $1,500	As arranged	As incurred	Suppliers
Tools, Equipment, Products, Uniforms & Supplies 4/	$500 - $4,500	Lump sum	As arranged with us, but prior to opening your business	Suppliers
Vehicle & Decals 5/	$2,500 to $5,500	As arranged	As incurred	Suppliers
Initial Training 6/	$0 to $2,000	As arranged	As arranged	Suppliers of transportation, food and lodging
Insurance, Office & Marketing Supplies 7/	$1,000 to $2,500	As arranged	As incurred	Us and Suppliers
Professional Fees 8/	$0 to $1,000	As arranged	As incurred	Professionals
Licenses 9/	$0 to $500	Lump sum	As incurred	Government agencies
Additional Funds for 3 months 10/	$2,500 to $10,000	As arranged	As incurred	As needed
Computer, Internet Devices, Phones, Software Setup and Software Fees 11/	$1,000 to $3,000	As arranged	Prior to the Scheduled Opening Date	Suppliers and/or us and/or our affiliate
TOTALS 12/	**Single Franchise** $22,500 to $78,064			

Notes:

All payments are nonrefundable.

1. Unless you qualify for the Franchisee Expansion Program, the Initial Franchise Fee is $29,000. If you qualify for the Franchisee Expansion Program, your Initial Franchise Fee will be $15,000. The Initial Franchise Fee is not refundable and is not applied uniformly to all franchisees since some franchisees may qualify for the Franchisee Expansion Program and pay the reduced Initial Fee of $15,000. However, the Franchisee Expansion Program is applied uniformly, and if a franchisee does not qualify, they will uniformly be charged the same Initial Franchise Fee of $29,000.

2. You are required to spend a minimum total of three percent (3%) of your Gross Sales each calendar year on advertising, marketing and promotion of your Business within your Territory. These initial amounts, if any, will vary by location and a variety of other factors, such as the specific type of advertisements, the medium through which you place advertisements, and the frequency of advertisements that you choose to run during your initial three months of operation. We have estimated that these amounts will range from $0 per month to $1,500 per month initially.

3. We encourage you to initially operate your franchise from your home, if local zoning laws permit. However, if you are not able to, or you choose to operate your Business outside of your home, the costs listed above are the estimated costs for you to lease a modest size office or join a co-working space, at $1,300 a month. We do not require you to operate your franchise Business from any specific commercial building or location and you will not be required to relocate your Business, if you choose to initially operate from your home.

4. You will need to purchase certain tools, equipment, products, supplies and uniforms that we specify. Costs charged by third parties will vary from state to state. Costs that we charge to franchisees will be uniform across the System. Notably, unless you qualify for the Franchisee Expansion Program, you will be required to purchase the Initial Order. For all franchisees who qualify for the Veteran's Program, we are currently covering the cost of the Initial Order and providing you with the equipment and supplies within the Initial Order at no cost to you. Therefore, this initial investment ranges from $0 to $10,064 for the Initial Order depending on whether you qualify for the Franchisee Expansion Program or the Veteran's Program. In addition, the order of bioPURE Clean pouches included in the Initial Order is estimated to be an amount sufficient to service your first 100 customer visits. This is only an estimate, and you should not rely on it for an exact calculation of how much product you should order. The amount of additional materials and equipment beyond this Initial Order you will need depends on many factors, including your spraying technique and the volume used during application, the square footage of each customer's location, how many technicians you are using, and other factors. The price you pay us for the items in the Initial Order and supplies and equipment beyond the Initial Order may include a mark-up which exceeds the direct costs of these products, and we may derive a profit from the sale of these products to you. You are also required to purchase on-going inventory of disinfection supplies and materials for your Business, and all other items that we require, from us or our affiliates. The amounts listed above are an estimated cost for all such inventory and equipment beyond the Initial Order. You may also need to purchase additional uniforms or apparel, which you may order from a supplier of your choice, so costs will vary. Although we do not currently have a program in place, we may, in the future, require that you purchase a package of promotional items (such as, but not limited to, hats, t-shirts, giveaways, stickers, brochures, tent, table cloth, or other

materials useful for marketing the bioPURE brand or attending trade shows), which we may make optional or mandatory.

5. We do not currently require a particular vehicle for you to use in your Business, but we highly recommend either cargo vans or small trucks, such as the Nissan NV or Ford Transit Cargo, preferably black, as specified in the Operations Manual, however, other similar vehicles may be approved by us. The estimate in this chart is based upon leasing, rather than purchasing a vehicle. If you buy a vehicle, your costs may be higher. You will be required to utilize a vehicle and purchase and apply branded decals we have approved. The Operations Manual contains further information about the specifications for vehicle wrapping. We do not currently sell or lease vehicles. You must purchase or lease an approved vehicle, and you must maintain an approved vehicle for us in your Business at all times, however, we have only included a lease estimate for the initial 3 months. Our approved decals and exterior wrapping must also be installed on each vehicle, with an estimated cost of $1,500-$2,500 each. Your investment may vary upon your decision to lease a new or used vehicle, or to purchase a new vehicle, as well as the type of vehicle you choose. Painting or repairs and exterior wrapping that may be required for vehicle approval may require additional expense.

6. You may incur expenses associated with our initial training program. While the program can be completed through our training videos, upon completion of such remote training, you may choose to travel to our headquarters in Simpsonville, South Carolina, or to another approved franchise location. If you so choose to travel to one of these locations, you are responsible for all costs, including transportation, lodging, food, and wages for you and your employees who attend the training. The cost will depend on the distance you must travel to the training location, the type of accommodations you choose, and the number of employees being trained. The estimate is based on training lasting for 2-3 days.

7. We estimate that the range given will be sufficient to cover prepayment of insurances, initial office supplies, the Insurance Fee, and certain forms and supplies unique to the Business for the initial phase of the operation of the Business.

8. These are estimates for fees that will be charged by your attorney to review the franchise agreement and other documents, to advise you, and to incorporate a business entity on your behalf if desired. This estimate also includes fees charged by an accountant and/or financial advisor. These amounts are only estimates and your actual fees may vary significantly depending on the specific work you request, the advisors you select, the amount of work done by your advisors, and the rates for professional fees in your area. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity and our franchise documents. It also is advisable for these professionals to review any lease or other contracts you will sign as part of starting the Business.

9. You may be required by state and/or local laws and regulations to obtain and maintain a license. It is your obligation to review and comply with such local laws and regulations.

10. This item estimates your initial start-up expenses (other than the items identified separately in this table) for your Microbial Disinfection Business' first three months of operation. These expenses include payroll (but not any draw or salary for you), withholding taxes, other taxes, fuel for your vehicle, miscellaneous supplies, inventory and other ordinary operating costs of doing business to the extent these costs are not covered by gross revenue of the Business. If you choose to run the business yourself rather than hiring employees, your expenses will be less than if you choose to hire employees. New businesses often generate negative cash flow.

Factors which affect the amount of additional funds required include volume of revenue during the initial period and correlating expense control and how closely you follow our methods and procedures. To compile these estimates we relied on our affiliates' experience of over four years in operating Microbial Disinfection Businesses which are similar to the Microbial Disinfection Business you will operate. You should review these figures carefully with a business advisor before deciding to become a franchisee and acquire the franchise.

11. Prior to opening your Business, you must acquire computer equipment, internet service, telephone equipment, and implement and be trained on software systems and/or services (i.e. service management, accounting, telephone system, credit card processing and any other software necessary to operate the Business) required by us, at your sole expense. Currently, we require that you use the G-Suite of products and Jobber, which we reserve the right to change in the future, upon notice to you. You are also required to obtain baseline software which is not provided to you by us this estimate includes the estimated cost for such additional baseline software such as Microsoft office, PDF reader, etc.

12. Neither we, nor any of our affiliates, offer any financial assistance or direct or indirect financing of your initial investment.

Renewal and Purchase of Operating Franchises

If you are renewing your franchise or if you are purchasing an operating franchised business (as opposed to a territory that has not yet been developed), the above costs will not apply except to the extent they apply in your ongoing business. You will pay a Successor Franchise Fee of $3,000 instead of an Initial Franchise Fee when you obtain a successor franchise. Also, instead of an Initial Franchise Fee, we charge a $10,000 fee in the case of a resale/transfer (purchase of an existing Business). Depending on whether you have a professional review your renewal or resale and transfer franchise documents, the cost item entitled "Professional Fees" will apply. In the case of a resale/transfer, this estimate does not include the cost of preparing and negotiating the purchase agreement with the owner of the franchised business you are purchasing, if applicable, and you must make your own estimate of those costs.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must maintain the highest standards of quality and workmanship in order to provide the highest quality of service to your customers. You must use in the operation of your Business, and in the offer and sale of the services and products we approve, only those techniques, procedures, and supplies we specify in writing. You must offer all, and only such, products and services as we approve from time to time. We may change any of our requirements periodically. We will notify you of any changes to the standards or the Operations Manual.

Approved Supplies and Suppliers

We may furnish you from time to time lists of approved supplies and approved suppliers. We, or our designated affiliates, may be the approved supplier for some of your required purchases.

Initial Order Package and on-going inventory

You are required to purchase the Initial Order for your Microbial Disinfection Business from us, which includes the electrostatic spraying equipment and bioPURE Clean pouches and related disinfect products. We will cover the cost and expense of the Initial Order only for those individuals who qualify for the Veteran's Program. Currently we are the only supplier of the electrostatic spraying equipment and disinfectant products (or similar products that we may designate), and you must use those supplies in the operation of your Business. Beyond that, we reserve the right to require that you only use approved products, inventory, supplies, uniforms, tools, equipment, signs, advertising materials, and other items (the "approved supplies") in the Business as described in the approved supplies and approved suppliers' lists, as we may amend from time to time. Neither we nor our affiliates are a required supplier of the additional approved supplies. We also may develop and research new products or services as we determine necessary. We reserve the right to designate a primary or single source of supply for certain products and supplies, and we or our affiliates may be that single source. You must pay the then current price in effect for any purchases from us or our affiliates. You may not contract with an alternative supplier for any products and/or services for which we have designated a supplier. We negotiate agreements for the pricing of the electrostatic spraying machines, as well as the chlorine dioxide solution or other products and spray bottles that you will use and distribute to customers. The price you pay us for these products may include a mark-up, and we may derive a profit from the sale of these items to you. None of our officers, directors or affiliates are currently approved suppliers for the Initial Order and on-going inventory purchases.

Promotional Items

We do not currently require that you purchase promotional items from us or our affiliates. We may, in the future, require that you purchase a package of promotional items (such as, but not limited to, hats, t-shirts, giveaways, stickers, brochures, tent, table cloth, or other materials useful for marketing the bioPURE brand or attending trade shows), which we may make optional or mandatory. If we institute this program, you may be required to order such materials either from us or our affiliate. The price you pay us for these products may include a mark-up, and we may derive a profit from the sale of these items to you. Regardless of whether we institute this program, and as noted below in this Item, you must obtain our written approval on all marketing or other materials or clothing bearing the Marks prior to use.

Software System and Credit Card Processing System

You must license the Software System from us or our designated suppliers and pay us (or, if we notify you in writing, our designee) the Software Fee for such Software System. None of our affiliates are currently approved suppliers of the Software System. We may require updates to the Software System from time to time and require you to use different and/or additional proprietary and/or software and you will be required to purchase/enter into software agreements/licenses for such software as we (or the third-party supplier) specify and you will be required to pay us or the third-party supplier fees for such software. Currently, we require that you use the G-Suite of products and Jobber.

You must purchase and maintain a computer system which meets our then current specifications. Specifications may include a particular brand or source and we issue specifications to

you and maintain them in the Operations Manual. Neither we, nor any of our affiliates, are a supplier of the computer system and we do not have a designated or approved supplier for such computer system.

We require that you use a designated POS system, which is currently Jobber. We reserve the right to mandate a different system in the future, and to mandate that you pay us or our affiliate a fee associated with that system. The price you pay us for these items or software may include a mark-up which exceeds the direct costs of these products, and we may derive a profit from the sale of these products to you.

Vehicles and auto decals

You must buy or lease a vehicle that meets our specifications. You are not required to buy or lease your vehicle from any specified dealer or specific manufacturer, and your costs may vary from our estimates depending on the terms you are able to negotiate. You are required to place branded decals on your vehicle for your Business, and we may designate the supplier for such decals. Neither we nor any of our affiliates are the designated or approved suppliers for vehicles or auto decals.

Marketing Materials

All advertising and promotional materials, signs and other items we designate must bear the Marks (see Item 13) in the form, color, location and manner we specify. Your advertising and promotions must meet our standards as described in the Operations Manual or otherwise by us in writing. You may prepare and use your own advertising or promotional materials provided that we have approved them in writing prior to use. Neither we nor any of our affiliates are the designated or approved suppliers for marketing materials.

Telephone Numbers and Electronic Identities

The telephone numbers and electronic identities you use in connection with the Business must be owned and controlled by us or an approved supplier. We reserve the right to require you to "port" or transfer to an approved call routing and tracking supplier all phone numbers associated with the Business or published in any print or online directory, advertisement, marketing or promotion associated with the Marks and/or the Business. Without limiting the foregoing, we reserve the right to require you to use a designated service provider to provide call center, call routing, and scheduling services and we may be that designated supplier.

Accounting Software and Other Requirements

We recommend that you engage the services of a certified public accountant to assist you with the set-up of your books and records, in using the appropriate chart of accounts that we require and in producing monthly and annual compiled financial statements. We do not require that you use any specific bookkeeping program, but we do recommend that you (or your applicable accounting professional) use QuickBooks to keep your books and records, since it is compatible with Jobber. Neither we nor any of our affiliates are the designated or approved supplier for such QuickBooks program. We require that you use an appropriate chart of accounts, comply with our operating procedures and specifications, including internal audit standards, and use any required software (as

part of the Software System) and that your accounting must also be compatible with our required Software System. We may, upon demand, require you to provide us, within the time as we specify, with audited financial statements, using an independent certified public accountant designated by or satisfactory to us, to adopt a fiscal year consistent with ours, to cooperate with our auditors and to comply with such additional requirements as may be reasonably necessary to enable us to meet our obligations under Generally Accepted Accounting Principles and to comply with applicable accounting standards and rules.

Key Accounts Program

We may offer a Key Accounts or similar program. As noted above, a "Key Account" is a customer account which may be national or regional, and which typically, but does not always, have multiple locations and/or may be a customer of yours which was the result of any lead or any agreement developed by us for the System. A Key Account is generally, but not always, a large organization with multiple locations that need services provided by franchisees in our System around the country. A Key Account could offer locations both within and outside your Territory. If we establish a Key Accounts program, you may participate in it and conform to the standards and procedures of that program. We, our affiliates, and/or a third party we select, may solicit Key Accounts for our franchisees. The Key Accounts agreement to provide services may be formal or informal and the account may be administered by us, an affiliate, or a designee of ours. In some cases our Key Accounts program may provide a central phone number that customers may call for those services. If you elect to participate in our Key Accounts program, you must comply with the terms we specify, which may include provisions that require the payment of management fees or other fees, including sales commissions or similar payments, offering of special products or services at certain times or for certain prices (to the extent allowed by law) and special insurance, indemnity, quality control and other provisions. You may also be required to enter into additional agreements required by a Key Account or our policies and procedures.

Insurance

You are required to purchase pollution insurance from us, and pay us the Insurance Fee, which is currently $35 per month, for such coverage. This insurance provides you with coverage for certain covered events relating to the application of the disinfectant products used in your bioPURE Business. The price you pay us for this insurance may include a mark-up which exceeds the direct costs of this product, and we may derive a profit from the cost of the Insurance Fee. We are currently the only approved supplier for this required insurance coverage.

In addition, before you begin operating your Business, you must purchase, and maintain at all times during the term of your franchise agreement, at your cost, insurance coverage, from a responsible carrier, with an A.M. Best rating of A-VIII or better, with the coverage amounts, types and other features as we from time to time specify, using the insurance industry form(s) acceptable to us, and such other insurance coverage as required by law and any other agreement related to the Business. Any person or entity with an insurable interest that we designate (each, an "Additional Named Insured") must be named an additional insured on all required liability policies. Each insurance policy must contain a waiver of subrogation in favor of the Additional Named Insureds. Your insurance must apply as primary and non-contributory. Currently, our minimum insurance

requirements include (i) comprehensive general liability insurance, with a combined single limit in the amount we specify, currently $1,000,000 per occurrence and at least $2,000,000 in the aggregate (Including Products/Completed Operations and Personal Injury and Advertising Injury); (ii) motor vehicle liability coverage, combined single limit in the amount we specify, up to $2,000,000 but no less than $1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (iii) workers' compensation coverage, regardless of whether required by state law, but with minimum coverage as required by state law (if applicable); and (iv) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additional insurance requirements may be required and contained in the Operations Manual. Neither we nor any of our affiliates are the designated or approved suppliers for insurance policies.

You may satisfy the insurance coverage limits through an umbrella policy that meets all the requirements of this section. If you fail to purchase or maintain required insurance, we may, but are not obliged to, obtain such insurance for you and keep the same in force and effect, and you must pay us, on demand, all premiums charged for such insurance policies together with a reasonable fee for the expenses we incur in doing so. We also have the right to terminate your Franchise Agreement for cause if you fail to comply with our insurance requirements. You must deliver to us at commencement and thereafter annually or at our request a proper certificate of insurance evidencing the existence of the required insurance coverage. We also may request copies of all insurance policies. We may modify the required minimum limits and types of coverage, by written notice to you. Upon such notification, you must immediately implement the modification of the policy, and provide evidence of such modification, in accordance with our request.

Cooperatives

There currently are no purchasing or distribution cooperatives within our bioPURE system.

Review of Required Suppliers and Relationship with Suppliers

We continually review and evaluate vendors and suppliers for our franchise system. We approve those who are able to meet our standards and specifications, who possess adequate quality controls, and who have the capacity to supply our needs and the needs of our franchisees promptly and reliably. Our general criteria for supplier approval is not available to our franchisees. If you desire to purchase any items from an unapproved supplier, you must notify us in writing and secure our prior consent. We are not required to consider any requests to change suppliers or to approve other suppliers for any inventory or equipment. If an exclusive vendor already has been designated for the products proposed to be offered by a new supplier, any request for a new vendor likely will be rejected without further review or investigation. We do not make available to you our criteria for selecting a new vendor or supplier. Other than the continued right to operate a bioPURE Business, we do not provide any other material benefits to franchisees for using us, our affiliates, or other designated or approved suppliers for the Business.

None of our officers currently have an ownership interest in any approved supplier or vendor we require you to use for your bioPURE Business.

The cost of items purchased in accordance with our specifications represents approximately 50% to 70% of your total purchases in connection with the establishment of your Business and approximately 30% to 60% of your on-going purchases in connection with operation of your Business. During our 2021 fiscal year, our revenue from selling products and services to franchisees was approximately $618,991.29, which represents approximately 53% of our total accrued revenue of $1,172,866.65 for that year. We did not receive any kickbacks or benefits from third parties due to sales of goods or services to franchisees. None of our affiliates received any revenue from selling products or services to franchisees in 2021. We calculated these figured using our audited financial statements.

Other than the items described in this Item 8, we do not currently derive revenue from your purchases or leases.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligation in these agreements and in other items of this disclosure document.

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT/ TERRITORY RESERVATION AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a.	Site selection and acquisition/lease	3.A Reservation Agreement: 1	11
b.	Pre-opening purchase/leases	3.B, 4	7, 8, 11, 16
c.	Site development and other pre-opening requirements	3 Reservation Agreement: 3, 4	7, 8, 11, 16
d.	Initial and ongoing training	5	11
e.	Opening	3	7, 8, 11
f.	Fees	4, 7, 9, 12, 13, 15, 16	5, 6, 7, 8, 11

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT/ TERRITORY RESERVATION AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
		Reservation Agreement: 2, 6	
g.	Compliance with standards and policies/Operating Manual	8.A Reservation Agreement: 3	5, 6, 7, 11
h.	Trademarks and proprietary information	6	13, 14
i.	Restrictions on products/services offered	7.A, 7.C Reservation Agreement: 3	8, 11, 16
j.	Warranty and customer service requirements	7.D	11
k.	Territorial development and sales quotas	2; Territorial Policy Reservation Agreement: 4	12
l.	Ongoing product/service purchases	7	8, 11, 16
m.	Maintenance/appearance/remodeling requirements	3.A, 12.C, 13.A	11
n.	Insurance	15.D	6, 7, 8
o.	Advertising	9	5, 7, 8, 11
p.	Indemnification	15.C	6, 9, 13 & 14
q.	Owner's participation/management/ staffing	8.C	9, 11, 15
r.	Records and reports	4.E, 8.A(8), 10	6, 17
s.	Inspections and audits	10	6, 11

	OBLIGATION	SECTION IN FRANCHISE AGREEMENT/ TERRITORY RESERVATION AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
t.	Transfer	12	6, 7, 17
u.	Renewal	13	6, 17
v.	Post-Termination obligations	14.D, E	17
w.	Non-competition covenants	11, 14.E	15, 17
x.	Dispute resolution	17	17
y.	Other		
	Guarantee of Franchisee Obligations (Note 1)	1.C; Exhibit B to Franchise Agreement	9, 15
	Franchisee solely responsible for employees (Note 2)	8.A, 15.A	9, 11

Notes:

1. All persons having any ownership interest in the Franchisee entity must personally guarantee the obligations to be performed by the Franchisee under the Franchise Agreement.

2. As a business owner of an independently owned and operated business you are solely responsible for the recruiting, hiring, firing, training, management, supervision and direction, compensation and all other matters related to your employees and the terms and conditions of their employment. All human resources matters or issues related to any of your employees, including but not limited to all matters of compensation, wages and hours and shifts and scheduling, are your sole responsibility and under your sole control. You are solely responsible for compliance with all laws related to the hiring, employment, training, supervision, firing and all other matters related to any or all employees. In the event of any loss or liability to us because of you or your employees you must fully indemnify us.

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or other obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance: Before you open your Business, we will:

1. Designate your franchise Territory (Franchise Agreement, Section 1.A, Exhibit A).

2. Provide you with general specifications and standards about the Business (Franchise Agreement, Section 5.C).

3. Provide you with the list of approved equipment and supplies (which will include the Initial Order, along with suggestions for other supplies you may need, some of which can be ordered from any third party). We do not deliver or install any items (Franchise Agreement, Section 3.B).

4. Provide you with an electronic copy of the Operations Manual (or electronic access to the Operations Manual) that detail the specifications and procedures incidental to the operation of the Business (Franchise Agreement, Section 5.C).

5. Provide the training programs described below (Franchise Agreement, Section 5.A).

6. Provide you with initial sales handouts, informational pamphlets on the bioPURE processes for your customers, product fact sheets, product efficacy lists, email prompts and brochures and vehicle wrap materials and instructions (Franchise Agreement, Section 5.C).

7. Provide you with opening support for your Business and any additional support we determine necessary (Franchise Agreement, Section 5.A).

Ongoing Assistance. During the operation of your Business, we will:

1. If you request, provide telephone consultation regarding the continued operation and management of your Business and advice regarding products, sales and operations techniques, customer relations, and similar matters (Franchise Agreement, Section 5.A).

2. Give you access to advertising and promotional materials developed for our System, the cost of which may be passed on to you, and review the advertising, promotion,

marketing, public relations or telemarketing programs or campaigns which you propose to use for your Business (Franchise Agreement, Section 5.C).

3. Provide you, as deemed necessary, ongoing updates of information and programs regarding the Microbial Disinfection Business, including information about special or new services, products or methods of operation developed for the System and made available to franchisees (Franchise Agreement, Section 5.C).

4. Make reasonable efforts under the circumstances to fill and ship as soon as commercially practical each of your orders for product inventory, equipment, and required supplies, subject to certain limitations (Franchise Agreement, Section 7.B).

5. Determine the Software System and provide access to the Software System (Franchise Agreement, Section 4.O).

6. Maintain and administer a formal national marketing fund (the "National Marketing Fund"). (Franchise Agreement, Section 9.D).We described the National Marketing Fund below.

7. Provide ongoing training, regional meetings and conventions as we determine necessary and require you to attend. We may charge you a fee to attend (and for your employees to attend) regional meetings or conventions that we deem necessary. In this event, you must pay all expenses for you and your employees, including training materials, travel and living expenses (Franchise Agreement, Sections 4.N, 5.A).

8. Provide ongoing communication and support and updates to the Operations Manual (Franchise Agreement, Section 5.C).

In addition, based on examples from bioPURE Businesses, we may, from time to time, make suggestions to you with regard to your pricing policies, including establishing minimum advertised pricing or other guidelines regarding published pricing. (Franchise Agreement, Section 7.C). In addition, we have the right to negotiate Key Account arrangements, including pricing, which will bind all bioPURE Businesses providing services to such Key Accounts. (Franchise Agreement, Section 9.F). Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. If we establish such minimum prices for the services you will provide you may not charge a price lower than the minimum price. If we set maximum prices for the services that you will provide, you may not exceed that price, but may charge any lower price that you determine. (Franchise Agreement, Section 7.C). We also reserve the right to require that you participate in certain of our national campaigns, which could include a referral discount for any customer referring another new customer to a bioPURE Business. We may offer preferred customer plans that offer customers discount prices under certain terms and conditions. Except as otherwise stated in this disclosure document, you are not required to offer these plans to customers but, if you do elect to participate in our preferred customer plans, you must offer the discount prices set by the plans in accordance with the terms of the plan. (Franchise Agreement, Section 7.C).

We are not required to provide any other service or assistance to you during your operations.

Marketing

National Marketing Fund

As discussed above in Item 6, we, or our affiliates, administer the National Marketing Fund. You may not opt out of the National Marketing Fund and/or the payment of the National Marketing Fund Fee. We reserve the right to increase the amount of the National Marketing Fund Fee, which such increase shall be applicable to and uniform for, all franchisees; provided, however, the National Marketing Fund Fee shall not exceed three percent (3%) of your Gross Sales. If we choose to increase the contribution level, we will give you 30 days' advance notice. (Franchise Agreement, 9.D)

Currently no Microbial Disinfection Businesses owned by us or our affiliates are contributing to the National Marketing Fund, but should they contribute, they will pay into the fund on an equal basis with all franchised Businesses. We reserve the right, at any time, to increase or decrease your required contribution to the National Marketing Fund as long as you are not required to contribute more than the maximum allowed amount described above in Item 6. Because the National Marketing Fund will not be audited, audited financial statements are not available to franchisees. We have the right to collect for deposit into the National Marketing Fund any advertising, marketing, or similar allowances that suppliers who deal with us or the Businesses pay to us and instruct us to use for advertising or marketing purposes.

We or our affiliates administer and control the National Marketing Fund. We will designate all programs that the National Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The funds may be used to create, produce, and place advertising, in-store signs, in-store promotions, and commercial advertising; to pay agency costs and commissions; to create and produce video, audio, and written advertisements; to administer multi-regional advertising programs, including direct mail and other media advertising; to employ advertising agencies and in-house staff assistance; and to support public relations, market research, and other advertising and marketing activities. The advertising may be disseminated on the internet, social media platforms, accounts and applications, in print, and on television or radio for local, regional or national circulation. The funds will not be used for direct solicitation of franchisees. The National Marketing Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost and will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the National Marketing Fund separately from our other funds and not use the National Marketing Fund for any of our general operating expenses, except to compensate us for the reasonable salaries, administrative costs, travel expenses and overhead we incur in administering the National Marketing Fund and its programs, including conducting market research, preparing advertising, promotion, and marketing materials, and collecting and accounting for National Marketing Fund contributions. The National Marketing Funds are not our asset or a trust, and we do not owe you fiduciary obligations because of our maintaining, directing or administering the National Marketing Fund or any other reason. We may be reimbursed from the funds for administrative costs, salaries, and overhead expenses related to administering the funds and their marketing programs, including conducting market research, preparing material, and collecting and accounting for fund contributions. In any fiscal year, the National Marketing Fund may spend more or less than

the aggregate contribution by all Businesses to the fund in that year. We may, but will not be obligated to, make additional investments into the funds to supplement the efforts and resources of the National Marketing Fund. Any amounts that remain in the funds at the end of each year accrue and are applied toward the next year's expenses. The funds will not be our or any affiliate's asset.

The National Marketing Fund is intended to maximize recognition of the Marks and patronage of bioPURE Businesses generally. Although we or our affiliates try to use the National Marketing Fund to develop advertising and marketing materials and programs and to place advertising and marketing that will benefit all franchisees, we need not ensure that National Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to fund contributions by bioPURE Businesses operating in that geographic area or that any franchisee benefits directly or in proportion to its fund contribution from the development of advertising and marketing materials or the placement of advertising. We will have the right, but not the obligation, to deposit into the funds any advertising, marketing, or similar allowances paid by suppliers. We assume no other direct or indirect liability or obligation to you for collecting amounts due to or maintaining, directing, or administering, any advertising account.

The National Marketing Fund currently is not audited, but we will prepare an annual, unaudited statement of National Marketing Fund collections and costs and give it to you upon written request. We may incorporate the National Marketing Fund or operate it through a separate entity when we think best. The successor entity will have all the rights and duties described here.

During our 2021 fiscal year, the National Marketing Fund spent its assets as follows:

Market-wide advertising production and media placement expenses	14%
Administrative expenses	65%
Local unit marketing	9%
Social media production and content	11%
Public relations	1%

We may at any time defer or reduce a franchisee's National Marketing Fund contributions (and can later reinstate them at any time) and, upon 30 days' prior written notice to you, reduce or suspend National Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the National Marketing Fund. If we terminate the National Marketing Fund, we will distribute all unspent monies to then existing franchisees, and us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12 fiscal month period.

Advertising Councils and Cooperatives

We do not have an advertising council composed of franchisees that advise us on advertising policies. We do not require you to participate in advertising cooperatives. We reserve the right to create an advisory council of franchisees to advise us on advertising policies. (Franchise Agreement 9.G)

We do not currently have an advertising or marketing cooperative and we do not have plans to create one. We may, however, designate a geographic area in which 2 or more bioPURE Businesses are located as an area for an advertising cooperative (an "Advertising Cooperative"). If we create a regional Advertising Cooperative, all franchisees within such geographic area will be required to participate. Such Advertising Cooperative's members will be the owners of all bioPURE Businesses operating in the defined area, including us and our affiliates, if applicable. We will determine how any Advertising Cooperative is organized and governed, but the Advertising Cooperative's members are responsible for its administration. The Advertising Cooperative's members determine contribution levels and all company-owned or affiliated owned bioPURE Businesses will contribute to the Advertising Cooperative as well at the same level as franchisee-owned units; provided no Advertising Cooperative may require contributions that exceed three percent (3%) of a franchisee's Gross Sales. There is no set minimum contribution amount that a franchisee may need to contribute to an Advertising Cooperative since each Advertising Cooperative (if formed) will determine its own level of contributions and the participating franchisees will vote on such amounts, but there is a maximum contribution level of three percent (3%) of a Franchisee's annual Gross Sales. Each Advertising Cooperative is responsible for collecting its own contributions and making its own expenditures. We will not be involved with collecting or administering any of the contributions of Advertising Cooperatives, even if we, or our affiliates operating a Business, are members in cooperatives, unless such Advertising Cooperative elects for us to be involved with such administration. All material decisions of the Advertising Cooperative will require the affirmative vote of 51% of all bioPURE Businesses operating within the Advertising Cooperative's area (including those that we and our affiliates operate, if applicable), with each Business receiving one vote. Neither we, nor any of our affiliates operating a Business, will have any more voting power than the participating franchisees in such Advertising Cooperative. Advertising Cooperatives must operate from written governing documents and prepare periodic financial statements which are available to the members. (See Section 9.G of the Franchise Agreement.) Currently, there are no Advertising Cooperatives.

Local Advertising by Franchisee

We feel that advertising and promotion of your Business within your Territory is important for the growth and success of your franchise. Therefore, you are required to spend a minimum total of three percent (3%) of your Gross Sales each calendar year on advertising, marketing and promotion of your Business within your Territory (the "Marketing Spend Requirement"). The Marketing Spend Requirement is a minimum amount of fees and expenses, payable to third parties and not to us, for the direct promotion of your Business. You may choose to spend more than the Marketing Spend Requirement, though you are not required to do so. Additionally, the Marketing Spend Requirement shall be suspended and waived in its entirety for each calendar year subsequent to a year in which your Business achieves Gross Sales of Five Hundred Thousand Dollars ($500,000) or more. The Marketing Spend Requirement shall, however, be reinstated for any subsequent year in which your Business fails to achieve Gross Sales of Five Hundred Thousand Dollars ($500,000) or more. The Marketing Spend Requirement is in addition to the National Marketing Fund Fee contributions, and we will not credit your Marketing Spend Requirement with amounts you contribute to the National Marketing Fund. You may, but are not required by us to, spend more than the Marketing Spend Requirement for your bioPURE Business in each calendar year. All marketing and advertising efforts

by you shall be in compliance with our policies in our Operations Manual, the Franchise Agreement, and our Territorial Policy, or as we otherwise provide in writing. (Franchise Agreement 9.E)

Use of Marketing Materials

You may only place and use advertising, promotional, and marketing materials and programs that are completely clear, factual, and not misleading and conform to the highest standards of ethical advertising and marketing and our policies. We may require you to send us samples of all advertising, promotional, and marketing materials before you use them, unless we have prepared or previously approved them within the last 6 months. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved and are responsible for ensuring that the materials comply with applicable laws. We also have the right to approve any agent or agencies that you retain to provide any public relations, advertising, marketing or promotion services. We may require these agents or agencies to sign agreements concerning indemnification and related matters. (Franchise Agreement 9.A, C.)

Computer System

You must purchase a computer system that meets our standards and requirements (the "Computer System"). Currently, we require that you have a Computer System sufficient to access the Software System, which for Jobber requires either Apple OS or Android capabilities. You must license the Software System from us or our designated third party suppliers and pay the Software Fee, as discussed below and in Items 6 and 8. Additionally, you may be required to license additional software from us, an affiliate, or a third party, which may increase the cost of the Software Fee. You will be liable for all damages and problems caused by your use of any software or the Computer System. We will have full and complete access to the information and data entered and produced by the Computer System and can use them in any way we deem appropriate. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require, and that may be referenced in the Operations Manual. We have no contractual obligation to maintain, repair, update, or upgrade the Computer System. You must make sure that you are in compliance with all laws that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection or security laws as well as payment card industry compliance. (Franchise Agreement 4.K, 5.C., 8.A)

We currently estimate the initial cost of Computer System and Software System to be $1,000 - $2,500, and Software Fees in the amount of $250 per month. We do not charge an annual fee and we are unaware of any known annual fees, costs or expenses for any required or optional maintenance, upgrading or updating to the Computer System. Other than paying for the monthly Software Fees to cover those services (a total annual cost of $3000), we do not require you to have a support contract for your Computer System or point of sale system which will require additional costs or expenses for you.

You must use the following hardware and software in the operation of the Business:

Hardware

You must use a computer with adequate memory, speed and storage to run the software we require you to use (described below). We will periodically assist you in determining the appropriate hardware and operating systems needed to support the required software but we are not obligated to provide or assist you in obtaining computer hardware. You may acquire your computer hardware from any source. You may use any type of computer that meets our requirements and will run the required software. There are no limits on the frequency or cost of mandated changes or updates to the required Computer System. (Franchise Agreement 4.K, 5.C., 8.A)

You must pay for all maintenance of your Computer System, internet access, and local area networks, at your own expense. We do not require you to sign any hardware maintenance or support contracts with us or any third party suppliers. We do not guarantee, warranty, maintain or support any computer hardware in any manner. You should determine for yourself whether or not any third party supplier from whom you purchase any component of your Computer System is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your Computer System, and determine the additional cost for the services.

Software System

We will specify any and all required software in the Operations Manual. We or our designated supplier will provide you information about the Software System and any required software. Currently, we require that you use Jobber and the G-Suite of products, which we reserve the right to change at any time upon notice to you. We will notify you of any such change, and such modified amount shall become effective within thirty (30) days of notice of such increase. We may at any time substitute or add a different required software for operations, accounting and reporting and office/other business functions for the franchised business, any such software may be provided by us, a third party or a combination of providers, and you will be required to pay to us or the third-party provider fees for such software and sign related software license agreements. Enrollment and monthly fees for required software may change in the future. If we update our system to require different software which may be provided by a third party, that provider will determine payment methods and future fee increases. You must pay these fees to us or our affiliate directly, unless we notify you otherwise. (Franchise Agreement 4.K, 5.C., 8.A)

Currently, you must participate in an electronic system of reporting Gross Sales from the operation of your franchise, as further specified in the Operations Manual, and must pay any associated fees.

You may not at any time substitute any other software for the software we require in the Software System. Currently we do not have independent access to your Computer System and the information generated and stored in the point of sale system, but we reserve the right to require you to obtain software that will give us independent access to your Computer System in the future, including sales and related data, and there are no contractual limitations on our right to access this information and data.

We currently estimate the cost for the software you must purchase separately to be approximately $100 to $500, but this may vary based on whether some of the software is purchased

together with your computer hardware. Our computer hardware and software requirements, including the Software System, will periodically change and you will be required to update your systems and you may incur additional or higher fees and costs in connection with any such changes or updates. There are no contractual limitations on your obligations to upgrade your Computer System and pay for those upgrades or changes. We will advise you of any required upgrades, updates or changes. You must pay for all maintenance of your computer, internet access, and local area networks, at your own expense. We do not require you to sign any hardware maintenance or support contracts with us or any third party suppliers. We do not guarantee, warranty, maintain or support any computer hardware in any manner. You should determine for yourself whether or not any third party supplier from whom you purchase any component of your computer hardware is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer hardware, and determine the additional cost for the services.

We may periodically develop other proprietary software and other systems, products and upgrades that we may require you to use. We may charge you a license fee for any new software.

You do not have to buy or use an electronic cash register.

Internet Service Provider

You must have internet access, and we recommend that your connection have minimum of 100 megabit per second (Mbps) of available band width per named Software System user. We may modify these requirements in the future. You may use any independent Internet service providers ("ISP") of your choice as long as each allows you to perform all necessary functions. (Franchise Agreement 4.K, 5.C., 8.A)

System Website, Intranet and Electronic Communications and Data

We own the domain name www.biopureservice.com and use it as our primary website for information about franchised businesses. We also maintain a social media presence under the Marks. You must provide information to us promoting your Business for social media purposes, and we will help create a social media presence for your Business. You may not separately register any domain name, email address, or social media account containing any of the Marks or establish your own website without our prior written consent. We reserve the right to pre-approve, establish rules, procedures, and policies relating to any website you create for the operation of your Business. Our System Standards will apply to website advertising. We will create for you one or more of the following: a Facebook page, a Facebook ad account, other social media page, and/or a Google My Business page for your Business which we will own, but to which you will have access. At our option, we may, in the future, establish one or more additional websites to advertise, market, promote and operate bioPURE businesses and the franchise opportunity, and provide you certain additional website-related services such as a listing for your location, or a web page, and we may charge you a fee for such services. (Franchise Agreement 9.B)

We make no warranties and disclaim any express or implied warranty relating to any software, data, Intranet, website or other related items provided or recommended by us. If we provide you with any software or require the use of any software, Intranet, website or other related items we will not be liable for any costs or expenses, including any special, indirect, or other damages (including lost

profits), even if we have been advised of the possibility of damages and even if the software did not function properly or had design problems that may have contributed to any loss.

You must comply with all policies and procedures as described in our Operations Manual, and execute any required agreements for use of our Intranet or any electronic communication, or data storage/retrieval system, website or software, as we periodically require, including policies that require you to identify yourself in all electronic communications as an independently owned business. We may periodically modify these rules and policies at our discretion. We are not obligated to provide you with an internet or intranet email account or system but we reserve the right to do so. We are not obligated to monitor or create/maintain any backup of email and information/data related to email. There are no contractual limitations on our right to access, information and data on the electronic communication and Internet/electronic mail systems. You agree you have no right of privacy and we may access these email communications and data. Any access to, monitoring or copies of, data related to electronic communications and emails will be solely for our benefit.

You may not develop, maintain or authorize any website, mobile application, other online presence or other electronic medium that mentions or describes you or your bioPURE Business or displays the Marks. You may not conduct commerce or directly or indirectly offer or sell products or services using any website, another electronic means or medium, or otherwise over the Internet. However, we may maintain websites and mobile applications other than the System Website and offer and sell products under the Marks from the System Website, another website or otherwise over the Internet. Any data provided by you and/or your suppliers and affiliates may be used, shared, or disclosed by us at our discretion, including your financial information and assessments or similar data with our affiliates, their franchisees and our franchisees, and all prospective franchisees without restriction and without compensation. We will disclose this financial information and data to any other third party only after your name has been omitted unless you consent or as required by judicial process or a governmental investigation.

Site Selection

It is your responsibility to select the site location for the Business (the "Site"). We do not select the Site for your Business and we do not approve the location for the Site either. You may use your personal residence as the Site, so long as local zoning requirements permits such use of your residential home. Your Site must be located within your Territory unless you operate your bioPURE business out of your residence. You must verify to us that your Site is located within the Territory and complies with our specifications and standards as set forth in the Operations Manual. We do not review your lease agreement or approve your lease agreement. (Franchise Agreement 1.A, 3.A.)

We do not own the real estate for approved Sites and lease it to franchisees. You are responsible for conforming the premise of your Site with all applicable local laws and ordinances, we will not assist you in such process.

Schedule for Opening (Franchise Agreement 3.A)

You must open your Business within ninety (90) days of executing the Franchise Agreement, unless we otherwise approve a different timeframe in writing, and you may not commence operations of your Business until you successfully complete our training program and have otherwise complied

with your pre-opening obligations. We estimate that the typical length of time between the date you sign the Franchise Agreement and open your Business is one (1) to six (6) weeks.

Operations Manual

Exhibit D to this disclosure document is the table of contents of our Operations Manual (the "Operations Manual"), which is made available to franchisees electronically through a G-Suite shared drive. This table of contents states the number of pages devoted to each topic and the total number of pages in the Manual. The total number of pages in the current Operations Manual is 100. The Operations Manual contains our standards, specifications, operating procedures and rules that we periodically establish for operating a bioPURE business (excluding personnel and security-related policies and procedures) (the "System Standards") and information on your other obligations under the Franchise Agreement. We may modify the Operations Manual periodically to reflect changes in System Standards, but these modifications will not alter your fundamental rights or status under the Franchise Agreement. (Franchise Agreement 5.C)

You agree to keep your copy of the Operations Manual current and in a secure location and communicate all updates to your employees in a timely manner. If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual is confidential and its disclosure is restricted to you and your employees who need to know its contents. You may not copy, duplicate, record or otherwise reproduce any part of the Operations Manual, except as we may otherwise permit in writing.

The System Standards do not include any personnel or security-related policies or procedures, which we may (at our option) make available to you in the Operations Manual or otherwise for your optional use. You will determine to what extent, if any, these policies and procedures might apply to the operations of your bioPURE business. You and we recognize that we neither dictate nor control labor or employment matters for you and your employees and that we are not responsible for the safety and security of your employees or patrons.

We will post the Operations Manual on a restricted website, to which you will have access. You are required to periodically monitor the website for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a website are part of our confidential information.

Training

You (either the owners of the business entity individually or through the use of one or more Managers (as defined in Item 15)) must oversee the operation of the Business. Prior to commencement of business, you and each of your Managers must successfully complete, to our satisfaction, our required training that covers the materials included in the Operations Manual. If you and/or your Managers do not successfully complete training, you cannot open the Business. If you fail to complete the initial training prior to 60 days after signing your franchise agreement, we may, in our discretion, either extend your period for compliance (at our sole discretion) or terminate the franchise agreement. You will not be entitled to a refund of any fees if your franchise agreement is terminated for this reason. The length of our initial training program varies, as it can be completed remotely at your own pace. If you change or replace any owners within your franchise entity, all such

new owners owing more than 33% of the Entity shall be required to attend the Initial Training Program. (Franchise Agreement 5) The initial training program consists of the following:

TRAINING PROGRAM

Subject	Number of Hours of Classroom Training	Number of Hours of On-The-Job Training	Location
Introduction to the bioPURE corporate team, the internal shared drive, and Operations Manual	2	NA	Phone, email, and video
Financial pro forma and metrics for expanding your business	1	NA	Phone, email, and video
Using and operating the equipment	3	NA	Phone, email, and video
Advertising: advertising strategy analysis based on territory and available sources, and tactical planning	2	NA	Phone, email, and video
Product: product-specific training and product sales training	2	NA	Phone, email, and video
Software: setting up and using Jobber to track sales and jobs	1	NA	Phone, email, and video
Business Management: sales statistics tracking and other sales tools	2	NA	Phone, email, and video
Field Operations: Setting up appointments and delivering great service	1	NA	Phone, email, and video
Policies and procedures and frequently asked questions	1	NA	Phone, email, and video
Sales / Customer Service	1	NA	Phone, email, and video
TOTAL:	**16**	**0**	

Our instructional materials consist of our Operations Manual and related materials, as well as our online shared drive with videos, sample advertisements, sales tools, and product-specific information. Other than the initial training described in the table above, there is no additional required training for a franchisee of a bioPURE Business. We do not offer any other required training or refresher training programs for franchisees after the initial training. However, following initial training, you may, but are not required, to set up a visit with our corporate office team in Simpsonville, South Carolina, for additional hands-on training, provided at no cost to you, following the completion of your initial training. In addition, though not required, you may participate in our national calls several times per month, and you will be assigned a business coach to help you commence franchise operations, and to help out with the day-to-day questions that arise with running the business.

Our primary instructor is Brandon Kinder, who has six (6) years of experience owning and operating a Microbial Disinfection Business, and four (4) years' experience with us. Brandon Kinder has gone through our initial training program and has helped develop the training materials. While we do not anticipate having additional instructors, if we bring in additional instructors they will have a minimum of one (1) year experience with us and must have participate in our initial training programs.

The initial training program must be successfully completed before the Business opens. The instructors have experience relevant to the subjects covered in our initial training program. You and/or such personnel as we may reasonably require must complete our initial training program and must complete the program to our satisfaction. You may designate, and we will approve or disapprove, additional employees to complete the initial training program. The initial training program will take place remotely, but following the completion of such training, you may also visit our corporate headquarters in Simpsonville, South Carolina, for additional hands-on training.

You and/or such personnel as we may reasonably require must also attend additional courses, seminars, and training programs that we may offer from time to time. For all required initial and training courses, we will provide instructors and training materials. While we do not currently charge a fee for such courses, we reserve the right to charge a fee of up to $500 per person per day for any additional training courses that you request. You and your employees will be responsible for all other expenses which they incur in connection with the courses, including the cost of transportation, lodging, meals, and wages during any training courses. (Franchise Agreement, Section 5.A)

We do not offer any training or assistance to you in hiring your employees. Any training provided by us to any of your workers will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the customer and client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your workers. You are solely responsible for ensuring that your workers receive adequate training.

ITEM 12
TERRITORY

You will receive the right to operate a bioPURE business within a set geographic area which will receive limited territory protection (the "Territory") as further described in our Territorial Policy, which is attached to the Franchise Agreement as Exhibit C. You will be bound by the Territorial Policy (which may be updated from time to time, and you will be bound by any revisions). Your Franchise Agreement will define the Territory, and the geographic boundaries of the franchise Territory are set by natural and artificial boundaries and town lines, and typically, but not always, delineated by zip codes. The size and configuration of your Territory is based on households, income levels and number of residential dwellings and commercial businesses and is determined before you sign your Franchise Agreement. Our Territorial Policy limits the geographical area and manner in which you may offer, solicit, advertise, and perform the services of a franchise location ("Franchise Location") inside or outside the Territory. You may only offer, solicit, advertise, or perform services inside or outside of the Territory in accordance with our Territorial Policy.

In general, a territory will have approximately 3,000 – 5,000 (or more) commercial establishments. This figure is not exact, and we do not guarantee that your Territory will contain a minimum of 3,000 commercial establishments, as the exact calculation varies based on the unique characteristics of each geography and the information available to us. We rely on third-party sources to supply us with data to determine the number of commercial establishments in a Territory. While we believe this data to be accurate within an acceptable margin of error and we rely on it as such, there is no way to guarantee or know the actual number of businesses that meet the given criteria within your Territory. The actual number of commercial establishments within your Territory may be more or less than 3,000. You will maintain rights to the Territory even if the number of commercial establishments in your Territory increases.

Your Territory remains the same throughout the term of the Franchise Agreement; however, we may modify the size of your Territory or you may lose the right granted to you in your Territory if (i) we terminate your Franchise Agreement, (ii) you fail to perform and operate your Business in accordance with our System Standards, or (iii) you fail to achieve the Minimum Sales Amount after the completion of the Performance Improvement Program. If you continue to fail to meet the Minimum Sales Amount after the loss of your protected Territory, we may terminate your Franchise Agreement. The Minimum Sales Amount will be different for your first and second years of operation of your bioPURE Business. For your first year of operation, the Minimum Sales Amount is Fifty Thousand Dollars ($50,000) in annual Gross Sales by your bioPURE Business within that first year of operation. The Minimum Sales Amount for the second year of operation is One Hundred Thousand Dollars ($100,000) in annual Gross Sales during that second year of operation. Then for each twelve-month period thereafter, you will be required to achieve a minimum of Two Hundred Thousand Dollars ($200,000) in annual Gross Sales as the required Minimum Sales Amount.

You may operate your Business from your home, if local zoning permits, or from any existing business premises. If you wish to relocate from your Franchise Location to a new business site within the Territory, we will authorize you to do so as long as the new business site is within your Territory and the new location meets our typical site selection criteria.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. However, provided you are in full compliance with your Franchise Agreement and if you continue to achieve the Minimum Sales Amount, we will not operate or grant a franchise for the operation of another bioPURE franchise with rights to operate or market within your Territory during the term of your Franchise Agreement, subject to the terms within our Territorial Policy.

We and our affiliates reserve and retain all other rights not specifically granted to you under the Franchise Agreement, and we do not grant you the right: (1) to use, and to license others to use, the Marks and Our System to operate a Business at any location outside your Territory; (2) to advertise for or attempt to solicit customers for any products or services, including using Internet, telemarketing, or other direct marketing, outside your Territory, except as may be permitted by the Territorial Policy; (3) to use the Marks and Our System with services and products, in promotional and marketing efforts or with related items, or in alternative channels of distribution, without regard to location; (4) to use and license the use of alternative proprietary marks in connection with sales of related products or services in your Territory, and (5) to engage in any other activities not expressly prohibited in the Franchise Agreement. We have no obligation to compensate you if we exercise any of these rights. In addition, our Operations Manual or Territorial Policy may also set specific rules related to what may constitute marketing within your Territory, and these rules and procedures may change in our sole discretion. We do not otherwise limit or restrict your solicitation of customers in your Territory. Neither we nor any other party are required to pay you as a result of us exercising in your Territory any of our rights described in this Item.

In addition, we may advertise, solicit and enter into Key Accounts, which are national, regional or other accounts we believe will benefit the system as further described in the Franchise Agreement, the Territorial Policy and Operations Manual, and Key Accounts may involve marketing in your Territory. In addition to allowing others to offer products and services in your Territory generally, in the specific case when a Key Account is involved we may also designate or authorize a corporate employee, another franchisee or any other third party to perform or assist you in performing services within your Territory if you refuse or, in our judgment, are not qualified, interested, able or available to perform services for any customer in the Territory, including any Key Account customer; if you request assistance; or if a customer, orally or in writing, specifically requests services in the territory from a different franchisee or any other third party. If you agree to participate in or service Key Accounts, you must do so on the terms we specify, which terms may include, but may not be limited to, the provision of certain insurance, equipment, products and services, and the offer of services at prices not to exceed the maximum prices specified as well as payment by you of any applicable sales or broker commissions. If we allow others to provide services in your Territory, you will be entitled to compensation for the sales or services performed as described in our Territorial Policy.

Neither we nor our affiliates franchise or have plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those that the franchisees of the bioPURE System will offer. However, we may acquire businesses or be acquired by a business offering similar products and services anywhere. We do not grant you any options, first rights of refusal, or other similar rights to acquire any additional franchises or the right to operate in any additional Territories, unless you have signed a Territory Reservation Agreement or separate

Franchise Agreement (and in that event, any such rights are subject to the terms and conditions of those separate agreements).

Although we have no obligation to do so, we may attempt to notify you if a prospective, new or existing franchisee is planning to locate outside of but near your designated Territory. This does not confer a right for you to restrict such franchisee from such location, nor a right of first refusal to you. You do not receive any rights of first refusal nor any right to acquire additional franchises within or outside of your designated Territory unless you sign another franchise agreement with us.

Territory Reservation Agreement

We may grant bioPURE franchisees which are in good standing under their franchise agreements and who meet our criteria stated in our Operations Manual expansion rights to develop an additional bioPURE Business within a reserved geographic area (the "Reserved Area") under a Territory Reservation Agreement.

If you qualify and we grant you a Reserved Area under a Territory Reservation Agreement, you can reserve the right, for an initial period of twelve (12) months, to develop a bioPURE Business within the Reserved Area. If we grant the right to enter into a Territory Reservation Agreement, you will pay us the Reservation Fee when you sign the Territory Reservation Agreement. During the term of the Territory Reservation Agreement, so long as you are in compliance with its terms, and in compliance with the terms of any other bioPURE franchise agreement to which you are a party, we will not establish for our own account or franchise others to operate a bioPURE Business within the Territory Reservation Area other than to you under this Agreement. However, you should be aware that we have certain rights under the Territory Reservation Agreement and each Franchise Agreement to sell products and services using the Marks or other marks using similar or dissimilar channels of distribution in the Reserved Area.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive license to operate your Business under the name "bioPURE," and we may license you to use other trademarks, service marks, trade names and commercial symbols (as noted in Item 1, we collectively refer to these as the "Marks"), which we develop. You may use our other current or future trade names, trademarks, service marks, symbols, emblems, logos and indicia of origin designated by us to identify your franchise, as permitted by us.

Under our Intellectual Property License Agreement with bioPURE Holdings LLC dated as of December 31, 2021 (the "License Agreement"), each of bioPURE Holdings, LLC and bioPURE Corporate have licensed to us the exclusive right to use and to sublicense the use of the Marks in granting new bioPURE Businesses to our franchisees through Franchise Agreements. The License Agreement has an indefinite term and can only be terminated for our breach of the License Agreement for failure to adhere to the minimum quality and usage standards for the Marks established by bioPURE Corporate. If the License Agreement is terminated, we would lose our ability to sublicense the Marks to you and the other franchisees, and you would be required to immediately stop the use

of the Marks unless and until bioPURE Corporate licensed those Marks directly to you. All rights in and goodwill from the use of the Marks accrue to us and our affiliates.

bioPURE Corporate owns the following Marks on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration No.	Registration Date	Intl. Class	Status
A FLU SHOT FOR YOUR HOUSE (word mark)	6198018	November 17, 2020	037	Registered
BIOPURE ENVIRONMENTAL SERVICE (word mark)	6578721	December 7, 2021	037	Registered
BIOPURE ENVIRONMENTAL SERVICE (design mark)	6578718	December 7, 2021	037	Registered
BIOPURE (design mark)	6578719	December 7, 2021	037	Registered
BIOPURE (stylized mark)	6578720	December 7, 2021	037	Registered

As of the date of this Disclosure Document, we have filed all required renewal and affidavit filings (if any are due) that are required to be filed for the federal trademark registrations to remain in full force and effect. No federal trademark registrations have been renewed at this time, as they are not required.

The following applications have been filed to register the Marks on the Principal Register with the USPTO and are currently pending:

Mark	Serial/ Application Number	Application Date	Intl. Class	Status
BIOPURE CLEAN (word mark)	88440340	May 21, 2019	005, 037	Applied for principal register; pending
BIOPURE SERVICES (word mark)	88438208	May 20, 2019	037	Applied for principal register; pending
BIOPURE SHIELD (word mark)	88908920	May 10, 2020	005, 037	Applied for principal register; pending
BIOPUREIT (word mark)	88922761	May 19, 2020	005, 037	Applied for principal register; pending

We have filed all required affidavit filings (if any are due) that are required to be filed for the federal trademark registration applications.

Except as described above, we are not currently a party to any agreement that significantly limits our right to use or license the Marks in any manner material to the System.

We have opposed registration of the mark BIOPURE for use on disinfecting wipes and sanitizers by Quest USA, which is a New York limited liability company ("Quest"). Quest makes disinfectant wipes and a variety of other consumer products under the BIOPURE mark, and sells them primarily in large retailers. We are the prior user of BIOPURE on disinfecting products, and any settlement with Quest will not restrict your ability to use the Marks on any of the goods and services typically offered as a part of the franchise.

Additionally, we know of a company, Biopure, LLC, a Florida limited liability company ("Biopure FL"), which currently uses the 'biopure' mark. Biopure FL provides home restoration and remediation services and added electrostatic spraying in March 2020. To the best of our knowledge, Biopure FL offers services only in Florida. Biopure FL has filed an application with the USPTO for the mark BIOPURE (App. No. 88878297). However, the USPTO has found a likelihood of confusion between such mark and certain pending Company Marks. The USPTO has therefore suspended the application for BIOPURE (App. No. 88878297). Upon registration of the Company Marks, the USPTO may issue a refusal of BIOPURE (App. No. 88878297), depending on the success of Biopure FL's arguments against a likelihood of confusion. Biopure FL attempted to oppose our trademark registration for bioPURE as such registration pertained solely to the disinfecting services. We defended our prior-in-time rights to the usage of the bioPURE mark as it relates to disinfecting services and have also proposed settlement terms with Biopure FL to allow each party to continue using their respective BIOPURE marks as they exist today, while taking precautions to minimize confusion in the market place. Other than Biopure FL and Quest's use of the 'biopure' marks as described in this Section, we do not know of any other infringing uses of our Marks.

You must follow our rules when you use the Marks. You must identify yourself as the independent owner of the bioPURE location in the manner we require. Except as otherwise stated in this paragraph, you may not use any Marks with any prefix, suffix, or other modifying words, terms,

designs, or symbols (other than logos licensed to you, consistent with the terms of such licenses); as part of any domain name, email address, or other electronic address you maintain on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; to advertise unauthorized services or products; or in any other manner not expressly authorized in writing. You may not register or attempt to register in your own name any trade name using the Marks or any portion of the Marks. Any rights to use the Marks are granted only under the Franchise Agreement and not by any other contract you and we may enter into.

Your use of the Marks and any goodwill is to our and bioPURE Corporate's exclusive benefit and you retain no rights in the Marks during the term of the Franchise Agreement or otherwise. You may make changes or substitutions to the use of the Marks only if we direct you to do so. There are presently no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any trademark administrator of any state or any court proceedings, which limit or restrict our right to use the Marks which are relevant to your use of the Marks for your Microbial Disinfection Business. There currently are no other agreements in effect that significantly limit our rights to use or license the use of any Marks listed in this Item 13 in any manner material to the franchise. We are not aware of any infringing uses that might materially affect your use of the Marks licensed to you.

We are not required to protect you against infringement or unfair competition claims arising from your use of the Marks, or to participate in your defense or defend you, or indemnify you for any expenses you incur as a result of such claims. We reserve the right to control any trademark litigation or other proceeding involving trademarks, and will take the action we believe appropriate if a third party infringes or threatens to infringe the Marks. You must promptly notify us if you learn of any claim, action, suit, or demand against you by a third party for any alleged infringement, unfair competition, or similar matter due to your use of the Marks. You must modify or discontinue your use of a Mark, at your own expense, if we so require. We and our affiliates need not reimburse you for your direct expenses of doing so, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute mark.

You must follow our rules when you use the Marks and you may only use the Marks for the operation of your Business in your Territory. You must execute any documents we require to protect the Marks or to maintain their continued validity and enforceability. You may not directly or indirectly contest the validity of the Marks, our or our affiliates' ownership of the Marks or our or our affiliates' right to use or license the Marks, trade secrets, confidential information or business techniques that are part of our business. You cannot use the Marks as part of a corporate or other legal name and you must comply with our instructions in filing and maintaining trade name or fictitious name registrations.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents are material to the Franchise. The Operations Manual, operating procedures, and related materials are considered proprietary and confidential, to be used only as described in the Franchise Agreement. We claim copyrights in the Operations Manual, advertising and marketing materials, and similar items used in operating the Business. We have not registered these copyrights with the United States Registrar of Copyrights but need not do so to protect them. You may use these

items only as we specify while operating your Business (and must stop using them if we so direct you).

You must treat as confidential the information contained in the Operations Manual and any other manuals or supplemental material supplied by us. The Operations Manual is our property and you may not duplicate, copy, disclose or disseminate the contents of the Operations Manual at any time, without our prior written consent. We have the right to modify or supplement the Operations Manual upon notice or delivery to you. Upon the termination or non-renewal of your franchise, you must return all copies and versions of the Operations Manual to us.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. There are no agreements which limit our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses that could materially affect your using the copyrighted materials in any state. We need not protect or defend copyrights, although we intend to do so if in the System's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright.

The Operations Manual and other materials contain our confidential information. This information includes site selection criteria; methods, formats, specifications, standards, systems, operating procedures, sales and marketing techniques, scripts, knowledge, and experience in developing and operating your Business; marketing and advertising programs for your Business; knowledge of specifications for and suppliers of certain equipment, products, materials, and supplies; and knowledge of the operating results and financial performance of Businesses.

All ideas, concepts, techniques, or materials concerning a Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire," you assign ownership of and all related rights to that item to us and must sign whatever assignment or other documents we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not divulge or use any confidential information concerning our methods or procedures during or after the term of the Franchise Agreement, except as otherwise provided in the Franchise Agreement. You cannot disclose any information made available to you to any person other than your employees or financial advisors who reasonably need access to such information to fulfill their employment or contractual responsibilities. All employees or other people to whom you make this information available must be informed of this obligation of confidence and execute appropriate non-disclosure agreements.

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

Under the Franchise Agreement, your owner (either individually or through the use of one or more hired managers) must participate personally in the direct operation of the Business on a full-time basis. Each managing supervisor or general manager that you hire to be responsible for the on-site day-to-day operations of the Business (each a "Manager") must complete our initial training program, as outlined in Item 11. We do not require that your Managers have any level of ownership or equity interest in you or your legal entity.

Each owner of your business entity must sign an agreement (see attachment to the Franchise Agreement) personally assuming and agreeing to perform all of your obligations under the Franchise Agreement. Your owner(s), and each of your officers, directors, partners, shareholders, and members must agree to be bound by the non-competition and nondisclosure provisions of the Franchise Agreement.

We make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees. We can, however, require your employees having access to our confidential information to sign nondisclosure agreements. While you own the Business, you cannot have an interest or relationship with any competitors.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only the goods and services that conform to our standards and specifications (see Item 8). You must offer the goods and/or services that we designate as required for all franchisees and you may elect to offer other products and/or services only if we approve them in advance. You must offer, and only offer, the service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold remediation, mildew, indoor air quality, restoration, mosquito spraying, and deodorization and odor removal.

We may change the authorized services and/or products that we require you and all franchisees to offer by adding additional services and/or products or deleting products and/or services, or both, and there are no limits on our right to make changes. If we make any changes, we will notify you. We have no plans to make significant changes in the future but we reserve the right to do so.

You must comply with all applicable laws and regulations and obtain all appropriate governmental approvals for the Business including obtaining a license if required by your locality. To ensure that the highest degree of quality and service is maintained, you must operate in conformity with the methods, standards and specifications in the Operations Manual and as we may otherwise require in writing periodically. You must not deviate from our standards and specifications without our prior written consent.

We do not limit or restrict your solicitation of customers in your Territory, although we own all customer information and may use the customer information as we deem appropriate (subject to

applicable law), including, without limitation, sharing it with our affiliates for cross-marketing, customer loyalty programs or other purposes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements in EXHIBIT A to this disclosure document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	1.B	Initial term is 10 years.
b. Renewal or extension of the term	13.A, B, and C	You can acquire a successor franchise by executing the then-current form of franchise agreement and meeting the other requirements for renewal; if you continue to operate after expiration of the initial term, we may, at our sole election, treat the Franchise Agreement as expired or as continued on a month-to month basis until both parties agree to enter into our then-current form of franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the interim period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the interim period as if the Franchise Agreement had not expired. There is no limit on the number of successor franchises you may acquire.
c. Requirements to renew or extend	13.A, B, and C	In addition, you cannot be in default of current Franchise Agreement; you must give us written notice; you and your guarantors must sign a general release; you must pay us a successor franchise fee of $3,000; you must meet all current operational and financial terms we may require of franchisees, and you must sign the most current version of our franchise agreement, which may have terms, conditions and fees that could be materially different as compared with your original Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
d. Termination by you	14.A	You may terminate the Franchise Agreement as a result of our breach of a material provision of the Franchise Agreement, provided that you give us written notice of the breach and we fail to cure the breach within 30 days after our receipt of your written notice. If we fail to cure the breach, the termination will become effective 60 days after our receipt of your written notice of breach
e. Termination by us without Cause	None	We cannot terminate your Franchise Agreement without cause.
f. Termination by us with Cause	14.B, C	We can terminate your Franchise Agreement only if you default.
g. "Cause" defined – curable defaults	14.B, C	You have 30 days to cure (subject to local state law) from the date of our notice if you fail to pay amounts due or fail to submit required report; you have 30 days to comply with the Operations Manual upon receipt of our notice that you are not complying with its terms. Except as otherwise provided by state law, all other defaults are non-curable.
h. "Cause" defined – non-curable defaults	14.B, C	You begin operating without our consent or fail to open within 90 days of signing the Franchise Agreement; you interfere with our vendor relationships or you purchase products from any vendor other than us or our designated affiliates; you are any person under your control discloses confidential information as defined in the Franchise Agreement; you misuse any of the Marks or attempt to register any domain name containing the marks; if you commit fraud in connection with the purchase of the Business; if you become insolvent or are adjudged bankrupt; if any material judgment is obtained against you and remains unsatisfied for 30 days or more; if you or any of your owners are convicted of a felony or crime of moral turpitude; if you have received three notices of default from us within a 12-month period; if you lose the right to occupy your Business premises because of a default under that lease; if you engage in an improper transfer; if we issue a notice of termination with respect to

Provision	Section in Franchise Agreement	Summary
		any other franchise agreement between us and you; you fail to achieve the Minimum Sales Amount after completion of a Performance Improvement Plan, and if your Business is closed by any state or local authorities for public safety reasons.
i. Your obligations on termination/non-renewal	14.D	Your obligations include complete de-identification of the Business (including all vehicles) and immediate discontinuation of advertising or any other use of the Marks or any other promotional materials furnished by us; return to us all copies of the Operations Manual, software, customer lists and ongoing customer contracts; cease any use or disclosure of our confidential information; assignment to us of all right in the telephone numbers, websites, and domain names for the Business; payment of any amounts due to us or to third parties for amounts guaranteed by us; compliance with non-competition covenants.
j. Assignment of contract by us	12.A	We may assign your Franchise Agreement to any third party without prior notice to you and without your consent
k. "Transfer" by you – defined	12.B	Includes any interest in the Franchise Agreement or any part of ownership in you; also includes any assignment, sale, gift, or other disposition of any interest in any of the foregoing, including the grant of a mortgage, charge, pledge, collateral assignment, lien, or security interest in any interest in the Franchise Agreement or the Business, any assignment of day-to-day operational responsibilities, foreclosure upon or seizure of the Business or any of its assets, or a transfer by way of will, trust, or laws of intestate succession.
l. Franchisor approval of transfer by Franchisee	12.C	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for Franchisor approval of transfer	12.C	You are not in default; you have paid in full all amounts owed to us, our affiliates, or your suppliers, or upon which we have contingent liability; you have provided all required

Provision	Section in Franchise Agreement	Summary
		reports; you provide us with 30 days' notice; the new franchisee qualifies; training for new franchisee is arranged; you, owners and guarantors sign applicable releases; transfer fee paid; current franchise agreement signed by new franchisee; new franchisee agrees to be bound by all customer obligations of Franchisee; new franchisee does not own a competitive business.
n. Franchisor's right of first refusal to acquire the Business	12.D	We may buy your franchise at the same price and on the same terms as those of a third party offer.
o. Franchisor's option to purchase the Business	None	N/A
p. Death or disability of Franchisee	12.E	Your personal representative must, within 120 days, transfer your interest in the Franchise Agreement (or interest in the applicable entity) and comply with the transfer requirements in Section 12 of the Franchise Agreement.
q. Non-competition covenants during the term of the Franchise Agreement	11	You, your owners, officers, directors, shareholders, members, partners, and any spouse of Immediate Family shall not have an interest in a Competitive Business. A "Competitive Business" is any business that (a) engages in or (b) grants franchises or licenses to others to engage in the operation of a business that provides the service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold, or mildew, and deodorization and odor removal. "Immediate Family" includes the named individual, his or her spouse, all minor children, siblings, parents, and in-laws of the named individual.
r. Non-competition covenants after the Franchise Agreement is terminated or expires	14.E	For two years after termination of the Franchise Agreement, you may not have any interest in a Competitive Business 200 miles from your Business, any other bioPURE Business in existence, any territory serviced

Provision	Section in Franchise Agreement	Summary
		by us, any territory in which we have planned or taken steps to service, or any bioPURE Business location for the prior 2 years. Also, for two years after termination of the Franchise Agreement, you may not divert any vendors or franchisees to a Competitive Business or solicit any person who is employed by us or any bioPURE franchisee.
s. Modification of the Franchise Agreement	16.B	No modification of the Franchise Agreement except by written agreement of both parties.
t. Integration/merger clause	16.A	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	17.A	Most disputes must be initially mediated. If a dispute is not resolved through the mediation process described in the Franchise Agreement, most disputes must be settled through binding arbitration.
v. Choice of venue	17.A	Unless local law supersedes this provision, venue for mediation and arbitration is in Franklin County, Ohio (subject to state law).
w. Choice of law	17.A	Ohio law applies unless local state law supersedes this provision (subject to state law).

Provision	Section in Territory Reservation Agreement	Summary
a. Length of the franchise term	5	Initial term is 12 month.
b. Renewal or extension of the term	6	You can extend the initial term for an additional 6 months, if you pay the extension fee.
c. Requirements to renew or extend	6	You must pay us an extension fee of $10,000.

Provision	Section in Territory Reservation Agreement	Summary
d. Termination by you	7.A	You may terminate the Territory Reservation Agreement at any time with or without cause.
e. Termination by us without Cause	None	We cannot terminate your Territory Reservation Agreement without cause.
f. Termination by us with Cause	7.A, B	We can terminate your Franchise Agreement only if you default.
g. "Cause" defined – curable defaults	7.B	You have 30 days to cure (subject to local state law) from the date of our notice if you default under any term of the Franchise Agreement or you, you fail to pay amounts due under the Territory Reservation Agreement or become bankrupt.
h. "Cause" defined – non-curable defaults	None	N/A
i. Your obligations on termination/non-renewal	None.	None
j. Assignment of contract by us	8	We may assign your Territory Reservation Agreement to any third party without prior notice to you and without your consent
k. "Transfer" by you – defined	None	The Territory Reservation Agreement may not be assigned or transferred by you.
l. Franchisor approval of transfer by Franchisee	None	N/A
m. Conditions for Franchisor approval of transfer	None	N/A
n. Franchisor's right of first refusal to acquire the Business	None	N/A
o. Franchisor's option to purchase the Business	None	N/A
p. Death or disability of Franchisee	None	N/A

Provision	Section in Territory Reservation Agreement	Summary
q. Non-competition covenants during the term of the Franchise Agreement	None	N/A
r. Non-competition covenants after the Franchise Agreement is terminated or expires	None	N/A
s. Modification of the Franchise Agreement	10	No modification of the Territory Reservation Agreement except by written agreement of both parties.
t. Integration/merger clause	10	Only the terms of the Territory Reservation Agreement are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	N/A
v. Choice of venue	None	N/A
w. Choice of law	None	N/A

See the attached state specific addenda (Exhibit I) for additional disclosures, if applicable.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figure to promote our franchise, and no public figures have invested in us or are involved in the management or control of the franchises offered under this disclosure document.

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 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.

As of December 31, 2021, there were 46 franchised bioPURE Businesses open. Of those, 13 franchisee-owned bioPURE businesses did not operate for all of 2021, because they were either first opened during the 2021 year, had defaulted on their Franchise Agreement, or otherwise terminated or closed their bioPURE Business during the year. We owned and operated a total of 3 company-owned bioPURE Businesses throughout 2021. Table 1 in this Item 19 sets forth the actual performance of total Gross Sales for the period January 1, 2021 through December 31, 2021 of the 30 franchisees who owned and operated a bioPURE Business outlet for the entire 2021 year. Table 2 in this Item 19 sets forth the actual performance of total Gross Sales of the 3 company-owned bioPURE Business outlets for the period January 1, 2021 through December 31, 2021. We have also combined the Gross Sales performance for all 30 franchisee-owned outlets and 3 company-owned outlets together in Table 3 below for the period January 1, 2021 through December 31, 2021. Finally, Table 4 below shows the consolidated Net Profit for 2021 of all company-owned outlets which were open and operating through 2021.

For purposes of this Item 19, "**Gross Sales**" means the total revenues and receipts from whatever source that arise, directly or indirectly, from the operation of, or in connection with, with the franchised business.

Table 1: Actual Performance of bioPURE Franchisee Outlets
January 1, 2021 – December 31, 2021 (Excluding Corporate Outlets)

Category	Gross Sales
High number	$ 1,259,788.50
Low number	$2,589.24
Average	$206,084.95
Median	$98,735.68
Number of outlets that met or exceeded the average	9 outlets out of 30 (or 30%)
Number of outlets that met or exceeded the median	15 outlets out of 30 (or 50%)

Table 2: Actual Performance of bioPURE Corporate Outlets
January 1, 2021 – December 31, 2021 (Excluding Franchisee Outlets)

Category	Gross Sales
High number	$ 1,035,619.50
Low number	$232,955.74
Average	$541,159.98
Median	$354,904.71
Number of outlets that met or exceeded the average	1 outlet out of 3 (or 33%)
Number of outlets that met or exceeded the median	2 outlets out of 3 (or 66%)

Table 3: Actual Performance of bioPURE Outlets

January 1, 2021 – December 31, 2021 (Corporate outlets combined with Franchisee outlets)

Category	Gross Sales
High number	$1,259,788.50
Low number	$2,589.24
Average	$221,410.11
Median	$108,098.13
Number of outlets that met or exceeded the average	11 outlets out of 33(or 33%)
Number of outlets that met or exceeded the median	11 outlets out of 33(or 33%)

Table 4: Consolidated Net Income of bioPURE Outlets
January 1, 2021 – December 31, 2021

This Table 4 includes certain results from all of the three (3) company-owned outlets that were open and operating throughout 2021. This chart shows the consolidated total, average and median Net Income (as defined below in this Item 19) for such covered company-owned outlets during the time period January 1, 2021 through December 31, 2021, based upon the actual operations of such outlets. However, the information disclosed below for the royalties, marketing fees, software fees, and the costs for the products in the cost of goods sold is not the actual costs for these outlets. That information has been adjusted to reflect the reasonably expected costs which would be incurred by the franchisee-owned outlets. These adjustments have been made in the chart below, such that our actual results have been adjusted to include the costs and expenses which are materially different from the company-owned expenses.

	Combined Total	Average	Number at or above Average	Median
Income				
Gross Sales (1)	$ 1,006,553.39	$ 374,661.73	1 (or 33%)	$ 302,807.52
Cost of Goods Sold (2)	$ 204,715.84	$ 68,238.61	1 (or 33%)	$ 25,867.62
Gross Profit (3)	$ 801,837.55	$ 437,493.77	1 (or 33%)	$ 283,131.88
Expenses				
Licensing Fees (4)	$ 88,008.31	$ 29,336.10	1 (or 33%)	$ 27,252.68
Marketing Fees (5)	$ 30,980.71	$ 11,109.78	1 (or 33%)	$ 6,056.15
Technology Fees (6)	$ 18,000.00	$ 6,000.00	3 (or 100%)	$ 6,000.00
Advertising & Marketing (7)	$ 39,490.01	$ 11,287.25	2 (or 66%)	$ 11,982.43
Auto Expenses (8)	$ 73,408.81	$ 24,469.60	2 (or 66%)	$ 25,736.70
Bank Charges & Fees (9)	$ 7,186.21	$ 2,395.40	1 (or 33%)	$ 997.24
Meals & Entertainment (10)	$ 13,397.70	$ 4,465.90	2 (or 66%)	$ 6,214.10

Office Supplies & Software (11)	$ 16,252.77	$ 5,417.59	2 (or 66%)	$ 6,118.94
Payroll Expenses (12)	$ 383,163.43	$ 127,721.14	1 (or 33%)	$ 94,689.48
Legal and Professional Fees (13)	$ 64,162.14	$ 21,387.38	1 (or 33%)	$ 4,925.00
Total Expenses (14)	$ 717,852.98	$ 243,590.16	1 (or 33%)	$ 185,885.33
Net Income (15)	$ 240,039.12	$ 193,903.61	1 (or 33%)	$ 117,855.68

Notes to Table 4 of these Financial Performance Representations

(1) "**Gross Sales**" means the total revenues and receipts from whatever source that arise, directly or indirectly, from the operation of, or in connection with, with the franchised business. The highest number of Gross Sales for the measured period was $202,989.77. The lowest number of Gross Sales for the measured period was $92,163.19.

(2) "**Cost of Goods Sold**" means the costs and expenses that were incurred in generating the Gross Sales. This calculation includes the costs and expense for the chemicals and other inventory for services, equipment and machines used for providing the services and commissions paid for sales.

(3) "**Gross Profit**" means the Gross Sales of the covered outlets *minus* the Cost of Goods Sold.

(4) The Licensing Fees reflected in the above chart are calculated at 8% of the Gross Sales, which is the fee paid by franchisees at such level of income under the Franchise Agreement. The covered Company-Owned businesses did not pay us any License Fees, but we have included a License Fee at 8% which is what would have been the applicable Licensee Fee in order to provide a realistic picture for a prospective franchisee.

(5) The Marketing Fees reflected in the above chart are the National Marketing Fund Fee calculated at 2% of Gross Sales, capped at $1,000 per month and covers social media posting services and general brand marketing provided by franchisor, which is the same fee as paid by franchisees under the Franchise Agreement. The covered Company-Owned businesses did not pay us any National Marketing Fund Fees, but we have included such fees at 2%, which is what would have been the applicable fee charged to a franchisee in order to provide a realistic picture for a prospective franchisee.

(6) The Technology Fees reflected in the above chart are equal to $250 per month and cover most software and email management expenses, as well as Google Drive access, which is the same fee paid by franchisees under the Franchise Agreement. The covered Company-Owned businesses did not pay us any Technology Fees, but we have included such fees which are charged to a franchisee in order to provide a realistic picture for a prospective franchisee.

(7) The Advertising and Marketing Fees reflected in the above chart include promotional materials and general advertising costs which the Company-Owned businesses incurred in their local areas. These amounts are in addition to, and are separate and apart from, the National Marketing Fund Fees and go towards the Marketing Spend Requirement, which is 3% of Gross Sales each calendar year.

(8) The Auto Expenses reflected in the above chart include costs and expenses incurred for fuel to and from jobs to perform services and general vehicle maintenance. This does not include the initial cost of a vehicle for the business.

(9) The Bank Charges and Fees reflected in the above chart include swipe fees for credit card transactions and general bank fees.

(10) The Meals and Entertainment reflected in the above chart include meals and entertainment for clients of the businesses. These are not required expenses under the Franchise Agreement, but have otherwise been incurred by the covered businesses in their operation.

(11) The Office Supplies and Software reflected in the above chart include general office supplies for the businesses.

(12) The Payroll expenses reflected in the above chart include all payroll expenses for all work related to the business and services provided by the covered businesses, but do not include any member guarantee payments.

(13) The Legal and Professional Fees reflected in the above chart include the cost of legal fees and contracted third party accountants and consultants for the covered businesses. These are not required expenses under the Franchise Agreement, but may otherwise be necessary.

(14) "**Total Expenses**" means the sum of the total enumerated costs and expenses for Licensing Fees, Marketing Fees, Technology Fees, Advertising and Marketing Fees, Auto Expenses, Bank Charges & Fees, Meals and Entertainment, Office Supplies and Software, Payroll Expenses, and Legal and Professional Fees.

(15)"**Net Income**" means the Gross Profits *minus* the Total Expenses.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Bases for Representations

These sales and costs figures reflected in Tables 1 and 3 of this Item 19 are derived from the actual historical performance of thirty (30) bioPURE franchisees across the country. These sales figures were achieved by such franchisees during the time period from January 1, 2021 – December 31, 2021, and were reported to us using our standard point of sale software as used in 2021, an application referred to as Jobber and ServiceM8. The information provided in the chart below has not been audited nor has it been independently verified. This information is being supplied to you for informational purposes to be used during your due diligence.

The statistics for Tables 1, 2, and 3 of this Item 19 take into account all outlets (whether or not franchisor-owned) who first operational throughout all of 2021 and were not closed, terminated or in default of the Franchise Agreement. There were a total of three (3) company-owned outlets and thirty (30) franchisee-owned outlets which met this criteria. Those outlets were measured and reported for this Item 19.

We calculated the above averages by adding particular the item of each respective franchisee or company-owned units and then dividing such sum by the total number of respective units in such calculation. The reported median is the middle number of a data set, and when there is an even number in a data set, the median is the average of the two middle numbers.

Assumptions

Our study measured bioPURE franchisees' performance across many states and different types of metropolitan areas. The market where your bioPURE Business is located, however, may be in a different type of metropolitan area.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, bioPURE does not make any financial performance representations. 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, however, 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 Brandon Kinder at brandon@biopureservice.com or (844) 800-7873, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Exhibit D to this disclosure document is a list of our franchisees and company-owned outlets as of December 31, 2021 and the addresses and telephone numbers of such Businesses. As of that date, located in the United States, there were three (3) company-owned Businesses, all owned and operated by our affiliates, and forty-two (42) franchised Businesses.

Table 1 – Systemwide Outlets Summary For Years 2019 to 2021

Outlet Type[1]	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2019	0	1	+1
	2020	1	45	+44
	2021	45	43	-2
Company-Owned	2019	2	3	+1

Outlets[2]	2020	3	4	+1
	2021	4	3	-1
Total Outlets	2019	2	4	+2
	2020	4	49	+45
	2021	49	46	-3

[1] Included in "outlets" are all Businesses that have opened and have operations.
[2] This chart includes Businesses operated by our affiliates which are substantially similar to those offered under this disclosure document, which first opened in 2016 in Greenville, South Carolina.

Table 2 – Transfer of Franchised Outlets Transfers of Outlets to New Owners (other than Franchisor) For Years 2019 to 2021

State	Year	Number of Transfers
North Carolina	2019	0
	2020	0
	2021	1
All 50 states	2019	0
	2020	0
	2021	1
Total	2019	0
	2020	0
	2021	1

Table 3 – Status of Franchised Business Outlets Summary For Years 2019 to 2021

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
AL	2019	0	0	0	0	0	0	0
	2020	0	4	0	0	0	0	4
	2021	4	0	0	0	0	1	3
AR	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	1	0	0	0	0	3
CA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
	2021	0	1	0	0	0	0	1
FL	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	1	0
GA	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
ID	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
KY	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	1	0
LA	2019	0	0	0	0	0	0	0
	2020	0	6	0	0	0	0	6
	2021	6	0	0	0	0	0	6
MA	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MI	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	1	0
NV	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	1	0
NC	2019	0	0	0	0	0	0	0
	2020	0	4	0	0	0	0	4
	2021	4	1	0	0	0	0	5
OK	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1

State	Year	Outlets at the Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations-Other Reasons	Outlets at the End of the Year
SC	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
TN	2019	0	1	0	0	0	0	1
	2020	1	6	0	0	0	0	7
	2021	7	1	0	0	0	3	5
TX	2019	0	0	0	0	0	0	0
	2020	0	9	0	0	0	0	9
	2021	9	2	0	0	0	1	10
WI	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Total	2019	0	1	0	0	0	0	1
	2020	1	44	0	0	0	0	45
	2021	45	7	0	0	0	9	43

Table 4 – Status of Company-Owned Business Outlets For Years 2019 to 2021

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
OH	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
SC	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
TN	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
Total	2019	2	1	0	0	0	3
	2020	3	1	0	0	0	4
	2021	4	0	0	0	1	3

Table 5 – Projected New Franchised Business Outlets as of December 31, 2021

STATE	FRANCHISE AGREEMENT SIGNED BUT NOT YET OPEN	PROJECTED FRANCHISED BUSINESSES TO BE OPENED	PROJECTED COMPANY-OWNED UNITS TO BE OPENED
California	0	1	0
Colorado	0	1	0
Florida	0	1	0
Georgia	0	1	0
Indiana	0	1	0
Louisiana	0	1	0
Massachusetts	0	1	0
Ohio	0	1	0
North Carolina	0	1	0
Tennessee	0	1	0
Texas	0	2	0
Total	0	12	0

Exhibit F to this disclosure document is a list of all franchisees which have been terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement,

during the most recently completed fiscal year, or who have not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There is no trademark-specific franchise organization associated with the franchise system being offered in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit C are our audited financial statements as of and for the years ended December 31, 2021, December 31, 2020, and December 31, 2019 and our audited statements of income, members' capital and cash flows for the fiscal years ended December 31, 2021, December 31, 2020, and December 31, 2019.

ITEM 22
CONTRACTS

Attached to this disclosure document are copies of the following agreements related to the offering of our franchise:

Exhibit A:	Franchise Agreement and its Exhibits
	Exhibit A: Basic Terms
	Exhibit B: Guaranty and Assumption of Obligations
	Exhibit C: Territorial Policy
Exhibit G:	Franchisee Disclosure Questionnaire
Exhibit H:	Confidentiality Agreement
Exhibit I:	State Specific Addenda and Franchise Agreement Addendum (if applicable)
Exhibit J:	Territory Reservation Agreement

ITEM 23
RECEIPTS

The last two pages of this Franchise disclosure document are the acknowledgement of receipt pages. You should sign both pages in the applicable lines and retain one page for your records. We will automatically be provided with an electronic copy through Adobe Sign once you sign the page.

EXHIBIT A

FRANCHISE AGREEMENT

[Please see next page]

BIOPURE, LLC

FRANCHISE AGREEMENT

Franchisee Name:	
Entity Form:	__ limited liability company __ corporation __ limited partnership __ other:_____
State of Formation:	
Address of Franchisee:	
Effective Date of Agreement:	
Initial Term Expires:	10 years after effective date
Operating Owner:	
bioPURE of (description of location):	

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Exhibits and Attachments:

EXHIBIT A - Franchise Location / Franchise Information / Territory
EXHIBIT B - Guaranty and Assumption of Obligations
EXHIBIT C - Territorial Policy

BIOPURE, LLC
FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**"), made effective as of the date indicated on the cover sheet of this Agreement (the "Effective Date"), is made by and between bioPURE, LLC, an Ohio limited liability company, whose principal place of business is 655H Fairview Rd, Simpsonville, SC 29680 ("**we**," "**us**," "**our**," or "**Franchisor**"), and _____, a _____ whose principal business address is indicated on the cover page of this Agreement ("**you**", "**your**", or "**Franchisee**"**).**

RECITALS

A. We and our affiliates have developed and own a valuable proprietary business method, trademarks, service marks, websites, trade secrets, media advertising, private labels, industry contacts, unique sales, operating and marketing methods, and unique programs that are all used in the establishment and/or operations of a business that will provide the service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold, remediation, mildew, indoor air quality, restoration, mosquito spraying, and deodorization and odor removal (collectively referred to as a "**Microbial Disinfection Business**"), identified under the name "**bioPURE**" offering products and services under the bioPURE name and other specified commercial symbols and private labels (a "**bioPURE Business**"). Franchisor owns, operates, licenses, and offers franchises to operate bioPURE Businesses.

B. We and our affiliates have developed, and use, promote and license certain trademarks, service marks, and other commercial symbols in operating bioPURE Businesses including (but not limited to) "BIOPURE," "BIOPURE CLEAN," "BIOPURE ENVIRONMENTAL SERVICE," "BIOPURE SERVICES," and "A FLU SHOT FOR YOUR HOUSE," and we or our affiliates may create, use and license other trademarks, service marks, and commercial symbols for use in operating bioPURE Businesses (collectively, the "**Marks**").

C. We offer franchises to own and operate a Microbial Disinfection Business in a specific territory, selling and offering the products and services authorized by us (and only the products and services authorized by us) and using our business system, business formats, methods, advertising designs, trade dress, standards, specifications and Marks, all of which we may improve, further develop and otherwise change from time to time (collectively, the "**System**").

D. You desire to learn our unique system of developing, owning, and operating a bioPURE Business pursuant to our System. You have provided us with certain information to confirm your qualifications to do so. We are willing to teach you our System and grant you a franchise to develop, own, and operate a bioPURE Business based on the information you have provided and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals and the undertakings

and commitments set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE

A. **Grant.** Subject to, and consistent with, the terms of this Agreement, we grant you a license to use the System and the Marks (the "**Franchise**") solely in connection with the development, ownership, and operation of a bioPURE Business within a designated geographical area (the "**Territory**") depicted or described on Exhibit A. You accept the foregoing grant of the Franchise and agree to use the System and the Marks solely in connection with developing and operating a bioPURE Business in strict compliance with the terms, conditions and limitations set forth in this Agreement. The premises that you will operate your bioPURE Business from is referred to as the "**Franchise Location**." You may not have more than one Franchise Location unless you execute a separate Franchise Agreement for such additional location(s) (which applies even if you execute a Territory Reservation Agreement). The Franchise Location may be your residential address. Your bioPURE Business must be physically located in the Territory unless it is based out of your residence or unless we otherwise grant a written exception.

If the Franchise Location is not determined when this Agreement is executed, it will be determined in accordance with Section 2.A and listed on an Amended and Restated Exhibit A. Franchisee may not provide goods or services outside of the Territory, except as expressly provided for herein or as permitted by the Territorial Policy (attached hereto as Exhibit C). The Franchise granted to you under this Agreement is personal in nature and does not include the right to offer Microbial Disinfection Business services without using the Marks, nor does this Agreement allow you to provide services identified by the Marks through any other channels of distribution, including the internet (or any other existing or future form of electronic commerce) other than as we may authorize in our Operations Manual (as defined below) or by our Territorial Policy. You will not have the right to sub-franchise or sublicense any of your rights under this Agreement. You will not use the bioPURE Business for any purposes other than the operation of a bioPURE franchised business.

B. **Term.** The term of the Franchise (the "**Term**") will begin on the Effective Date and end, unless sooner terminated in accordance with this Agreement, on the tenth (10^{th}) anniversary of the Effective Date.

C. **Best Efforts; Representations and Warranties.** Only Franchisee is authorized to operate the Franchise. Franchisee must at all times faithfully, honestly, and diligently perform its obligations and fully exploit the rights granted under this Agreement. Franchisee must be organized as business entity (a corporation, a limited liability company, or other limited liability form - collectively, an "**Entity**"), and Franchisee agrees and represents that:

1) its organizational documents, operating agreement, or partnership agreement will recite that this Agreement restricts the issuance and transfer of any ownership interests in Franchisee;

2) Exhibit A to this Agreement completely and accurately describes all of

Franchisee's owners and their interests in Franchisee. Subject to Franchisee's rights and obligations under Section 12, Franchisee and its owners agree to sign and deliver to Franchisor revised Exhibits A to reflect any change in the in the information that Exhibit A now contains;

3) Each of Franchisee's current and future owners shall execute the Guaranty and Assumption of Obligations Agreement, in the form attached to this Agreement as Exhibit B, whereby each Franchisee owner personally agrees to be bound by and personally liable for the breach of, jointly and severally, all provisions of this Agreement and any ancillary agreements between Franchisee and Franchisor and its affiliates, including without limitation the provisions of non-compete; and

4) An individual approved by Franchisor (the "**Operating Owner**") should directly or indirectly own at least fifty-one percent (51%) of the ownership interests in Franchisee and must devote substantially all of his or her business time and efforts (at least thirty (30) hours per week) to the operation, promotion, and enhancement of the business of the Franchise owned by Franchisee either individually or through the use of one or more hired managers. The Operating Owner's name is listed on the cover page of this Agreement and Exhibit A. In the event the Operating Owner does not own at least fifty-one percent (51%) of the ownership interests in Franchisee, Franchisee's owners agree that Franchisor may communicate and direct the Operating Owner with respect to the franchise operations.

2. TERRITORY

A. **Territorial Selection.** Your Territory is the area designated on Exhibit A, attached hereto. The Territory is based on many factors, including geographical boundaries, political boundaries, population, demographics, and other parameters more fully described in the Operations Manual, and therefore the size of the Territory will vary amongst franchisees. There is no minimum or maximum size for a Territory.

B. **Territorial Rights**. You agree to be bound by the terms and conditions contained in this Agreement and in the Territorial Policy (attached hereto as Exhibit C) in all respects, including with respect to the Territory. Provided that you are in full compliance with your obligations under this Agreement, the Territorial Policy and all other agreements between you and us (or any of our affiliates), and subject to the limitations set forth in this Agreement, we agree that we will not, during the Term, (i) modify the Territory without your written permission, or (ii) establish either a company- or affiliate-owned or franchised bioPURE Business geographically located within the Territory. Additionally, while you are in compliance with this Agreement, and subject to the limitations set forth in this Agreement, we will not, during the Term, engage, or authorize others to engage, in targeted advertising for another bioPURE Business in your Territory unless a particular medium used by you or another franchisee (for example, a particular newspaper, television or radio station) naturally reaches more than one territory (like a radio or TV advertisement). Your rights to your Territory may be terminated if you are in default under this Agreement or any other agreement between us, or if this Agreement expires or is terminated for any reason. This Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises. If you want to open additional bioPURE Businesses within your

Territory or within another area you will be subject to the regular franchisee approval process and will have to sign a new Franchise Agreement for each additional bioPURE Business and pay the initial franchise fees.

You cannot advertise, solicit customers, perform services, or sell products outside your Territory unless permitted by the Territorial Policy (or unless we otherwise grant you written consent). If we permit you to advertise, solicit, service, or sell in areas outside the Territory that are not serviced by another franchisee, you must comply with all of the conditions and other requirements that we may from time to time specify (such as in the Operations Manual or Territorial Policy, or as we otherwise direct in writing) with respect to such activities. You agree that we may modify the Territorial Policy from time to time, and you agree to comply with such amended policies.

C. **Loss of Territorial Rights**. Continuation of the protected rights in your Territory, as set forth herein, is dependent upon complying with the obligations set forth in this Agreement and the Territorial Policy and upon the achievement of certain identified benchmarks. If you violate any material terms of this Agreement or Territorial Policy (including improperly advertising, soliciting, providing services, or selling in areas outside your Territory or as otherwise permitted by us in writing), we have the right, but not the obligation, at our sole discretion, to reduce or modify the size of the Territory, or terminate the protected rights for your Territory granted to you pursuant to Section 2.C of this Agreement. You will be bound by our decision. If you subsequently violate any material terms of this Agreement, we may terminate your Franchise Agreement. Additionally, you are required to achieve minimum annual Gross Sales targets each year of operation of your bioPURE Business (such required minimums, the "**Minimum Sales Amount**"). The Minimum Sales Amount will be different for your first and second years of operation. Starting upon the date of your grand opening, you are required to achieve a minimum of Fifty Thousand Dollars ($50,000) in annual Gross Sales within that first year of operation as the Minimum Sales Amount. Following the initial year of operation, you will be required to achieve a minimum of One Hundred Thousand Dollars ($100,000) in annual Gross Sales during that second year of operation as the Minimum Sales Amount. Then for each twelve-month period thereafter, you will be required to achieve a minimum of Two Hundred Thousand Dollars ($200,000) in annual Gross Sales as the required Minimum Sales Amount. We reserve the right to change the Minimum Sales Amount from time to time, and if the Minimum Sales Amount is so modified, it will be set forth in the Operations Manual. If you fall below the Minimum Sales Amount, we will place you on a performance improvement program which we will design with you to assist you in more successfully selling and providing your services which, in turn, will aid you in meeting the Minimum Sales Amount (such plan, the "**Performance Improvement Program**"). The Performance Improvement Program typically last 6 months and generally includes an analysis of your advertising and marketing approach; determining the effectiveness of your sales program; and analyzing your sales results. Once we determine your baseline results, you will implement a plan for improvement, which may include certain requirements such as additional marketing expenditures and/or methods, attending additional training, or other conditions that we deem reasonable. If you fail to achieve the Minimum Sales Amount in the fiscal year after completion of the Performance Improvement Program, we have the right, but not the obligation, at our sole discretion, to do one or more of the following: (i) terminate the protected rights for your Territory granted to you pursuant to Section 2.B of this Agreement; (ii) reduce the

size of the Territory; or (iii) charge you a fee of up to ten percent (10%) of the Minimum Sales Amounts *less* your actual amount of Gross Sales achieved during that fiscal year. You will be bound by our decision. If you continue to fail to meet the Minimum Sales Amounts in any fiscal year after the loss of the protected rights for your Territory granted to you pursuant to Section 2.B of this Agreement, we may terminate your Franchise Agreement.

D. **Rights Maintained by Franchisor; Limitations on Territorial Rights.** Notwithstanding anything to the contrary herein, Franchisor (and any affiliates of Franchisor) shall at all times have the right to engage in any activities deemed appropriate by us that are not expressly prohibited by this Agreement. We grant rights only by expressed written provisions in this Agreement or in other written agreements, and not orally or by implication. Therefore, we reserve for ourselves and our affiliates all rights which are not expressly granted to you in this Agreement. Notwithstanding anything to the contrary herein, and without limitation and without regard to proximity to the Franchise Location, we reserve the right to, and we, our affiliates and designated licensees shall not be prevented from:

1) manufacturing, distributing, marketing, and selling products, whether or not identified by the Marks, in any channel of distribution (a) anywhere in the world through distributors, sales agents, catalogues, the internet and e-commerce and (b) at or from any physical retail location, including within the Territory, so long as such physical retail location is part of a chain with multiple locations in the United States;

2) owning, establishing, operating, and licensing and/or franchising others to own, establish and operate bioPURE Businesses using the Marks anywhere in the world other than in the Territory;

3) using the Marks and System in any manner in connection with any other business;

4) advertising products in the Territory in any advertising medium which naturally reaches your Territory (including without limitation radio, television, internet and social media) and at least one area outside your Territory;

5) delivering products sold to customers in the Territory through means other than a bioPURE Business in the Territory;

6) (a) the right, directly or through an authorized third party (including another franchisee), to advertise, solicit, enter into contracts with and service Key Accounts in any area, including in the Territory, upon such terms as we (in our sole discretion) negotiate from time to time; or (b) further, if (i) you refuse or, in our sole judgment, are not qualified, interested or available to perform services or otherwise cannot or do not perform services for any customer located within the Territory, including a Key Account, (ii) you request assistance in the performance of services to a customer, or (iii) a customer, orally or in writing, specifically requests services within the Territory from a different franchisee or another third party, we have the right to authorize another franchisee (or designate or authorize a corporate employee or any other third party) to perform services for or sell products to the applicable customers inside the Territory. You agree that you will not be entitled to any compensation for sales or services performed inside the Territory by someone other than you as contemplated under this paragraph;

7) the right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by bioPURE Businesses, and franchising, licensing, or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Territory);

8) the right to be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided by bioPURE Businesses, or by another business, even if such business operates, franchises and/or licenses a business(es) that competes with you in the Territory; and

9) engaging in any other activities not expressly prohibited in this Agreement.

We have no obligation to compensate you if we exercise any of these rights. In addition, our Operations Manual or Territorial Policy may also set specific rules related to what may constitute marketing within your Territory, and these rules and procedures may change in our sole discretion. We do not otherwise limit or restrict your solicitation of customers in your Territory. Neither we nor any other party are required to pay you as a result of us exercising in your Territory any of our rights described in this section.

3. DEVELOPMENT OBLIGATIONS

You have the following obligations with respect to identifying the Franchise Location and developing and operating the bioPURE Business (the "**Development Obligations**"):

A. **Locating and Procuring the Franchise Location.** You are responsible for finding and purchasing or leasing a site that meets our site selection guidelines and standards and is located in the Territory. We make no guarantees concerning the success of the Franchise Location or Territory. Your Franchise Location must meet the following conditions:

1) Except as we otherwise permit in writing, you must begin operating your bioPURE Business within 90 days of signing this Agreement, although you may not commence operations of your bioPURE Business until you have satisfactorily completed our training program and complied with your other pre-opening obligations. We are not responsible or liable for any of your pre-opening obligations, losses or expenses, including those you might incur for your failure to comply with these obligations or your failure to open by a particular date. We have no responsibility for any lease. It is your sole responsibility to evaluate, negotiate, and enter into a lease or purchase agreement for the Franchise Location premises. Your acceptance of the Franchise Location is based on your own independent investigation of, or agreement in the future to investigate, the Franchise Location's suitability.

2) You must construct and equip your Franchise Location in accordance with our then-current approved specifications and standards as set forth in the Operations Manual, including any specific requirements if you intend to operate your bioPURE Business from your residence.

Each Transfer of any interest in this Agreement or your bioPURE Business, each

successor bioPURE Franchise you obtain, and each relocation of your bioPURE Business are expressly conditioned upon your compliance with our then-current modernization or replacement requirements.

B. **Making Preparations to Open.** At your expense, you must construct, install trade dress and furnish fixtures in, and otherwise develop the bioPURE Business at the Franchise Location according to our standards, specifications and directions. You acknowledge and agree that it is entirely your responsibility to develop the bioPURE Business at the Franchise Location. Therefore, you shall, without limitation, complete each of the following:

1) secure all financing or funding you require to develop and operate the bioPURE Business;

2) secure possession of the approved Franchise Location in a manner which allows you to develop and operate the bioPURE Business in accordance with the requirements of the System Standards;

3) prepare all required construction plans and specifications for the bioPURE Business in compliance with System Standards, the Americans with Disabilities Act (the "**ADA**") and similar federal, state, and local laws and rules governing public accommodations for persons with disabilities, and all other applicable laws, statutes, ordinances, building codes, permit requirements, and lease requirements and restrictions;

4) obtain all permits and licenses required to operate the bioPURE Business;

5) acquire, at your sole expense, one or more vehicles as specified by us for use in the bioPURE Business, and apply branded decals we may require pursuant to the current requirements set forth in the Operations Manual. Each vehicle shall be equipped, outfitted, insured, and maintained in accordance with our specifications and standards. You must maintain the interior, exterior, and mechanical parts of all required vehicles in good repair and condition and regularly service and maintain the vehicles to keep them clean and in good working order;

6) construct all required and approved improvements to the bioPURE Business, including purchasing or leasing and installing all necessary or appropriate equipment, fixtures, furnishings, signs and decorations for the bioPURE Business according to the System Standards we provide to you;

7) if this is your first franchise Business with us, purchase from us (at our sole cost and expense through April 2022) the opening inventory of authorized and approved products to be used for your bioPURE Business (the "**Initial Order**"), including all approved electrostatic spraying equipment, disinfectant and microbial products, and related products and containers of various sizes (the "**Products**") as we determine from time to time, and other materials and supplies needed for your operation of the bioPURE Business in accordance with the System and System Standards;

8) secure all insurance required by this Agreement and secure such other types

of insurance and with coverage limits which you determine are necessary and appropriate for the protection of your bioPURE Business; and

9) completion of all required pre-opening training and employing staff which are fully trained and at levels which are necessary to operate the bioPURE Business in accordance with the System Standards.

C. **Opening Your bioPURE Business.** Upon completion of all of the Development Obligations, you will certify that all of the Development Obligations have been satisfied and completed. You agree that you will not open the bioPURE Business for operation until we have confirmed receipt of your certification that all Development Obligations have been satisfied. You agree to complete the Development Obligations by not later than ninety (90) days following the Effective Date. Provided, however, that if we determine at the end of the ninety (90) day period that you are continuing to actively and diligently comply with your pre-opening obligations so that you can reasonably be expected to open your bioPURE Business within an additional ninety (90) day period, we will not take action to terminate this Agreement until the earlier of one hundred eighty (180) days after the Effective Date (or such earlier date that we determine, in our sole discretion, that you are no longer actively and diligently attempting to open the bioPURE Business.

4. FEES AND PAYMENTS

A. **Initial Franchise Fee**. In consideration for the initial grant of the Franchise, you agree to pay us an initial franchise fee (the "**Initial Franchise Fee**"). The amount of your Initial Franchise Fee is set forth on Exhibit A. The Initial Franchise Fee is compensation to us for our grant of the Franchise and for no other purpose. Inasmuch as the Franchise is granted immediately upon our execution of this Agreement, the entire Initial Franchise Fee is fully earned by us when we sign this Agreement, and it is not refundable in whole or in part regardless of whether you ever open the bioPURE Business. You must pay the Initial Franchise Fee in full on your execution of this Agreement.

B. **Licensing Fee**. You must pay to us a continuing licensing fee (the "**Licensing Fee**"). During the first calendar year of the Term, the Licensing Fee shall be an amount equal to:

(i) eight percent (8%) of your Gross Sales (as defined below) up to $150,000 in annual Gross Sales;

(ii) seven and one-half percent (7.5%) of your Gross Sales from $150,001 through $600,000 in annual Gross Sales; and

(iii) seven percent (7%) of your Gross Sales above $600,000 in annual Gross Sales.

For each subsequent calendar year of the Term, the applicable percentage of Gross Sales (the "**License Fee Percentage**") used to determine your Licensing Fee shall be the License Fee Percentage that corresponds to your annual Gross Sales amount as of December 31 of the immediately preceding year, from the first dollar up to the corresponding Gross Sales threshold set forth above, and such License Fee Percentage shall be subject to decrease (but not increase) based on the levels of Gross Sales as set forth above. For illustration purposes only, if your

annual Gross Sales amount as of December 31 for the second year of the Term exceeds $600,000, then your License Fee Percentage for the subsequent calendar year for the third year of the Term will be 7% for all Gross Sales; and if your annual Gross Sales amount for the end of such third year of the Terms, as of December 31, is $300,000, then your License Fee Percentage for the calendar year of fourth year of the Term will be 7.5% for your Gross Sales through $600,000 and 7% for your Gross Sales above $600,000.

The term "Gross Sales" means the total aggregate revenues and receipts from whatever source (whether in the form of cash, check, credit, agreement to pay, barter, trade or other consideration) that arise, directly or indirectly, from the operation of, or in connection with, your bioPURE Business whether under any of the Marks or otherwise, and shall include without limitation, proceeds from any business interruption or casualty insurance. Gross Sales exclude product sales, sales taxes collected from customers and paid to the appropriate taxing authority and any other bona fide refunds, rebates or discounts that we authorize in writing. For the avoidance of doubt, Gross Sales is calculated upon the receipt of money for your bioPURE Business from customers and not on the provision of service for the particular customer.

You shall be responsible for the collection of all Gross Sales, funds relating to customer purchases, accounts receivable, and associated amounts due to you for the operation and provision of services by your bioPURE Business. You shall be required to use the Jobber application (or other application we may require from time to time) for the collection of all such amounts and provide us access to such service application as we may so require from time to time. It shall be your responsibility to ensure that all fees and Gross Sales owed to you by customers or otherwise are timely collected, and that you remit all applicable fees to us as required by this Agreement in a timely manner.

Licensing Fees are calculated twice per month, covering two periods of the month: (i) between the 1st – 15th calendar days; and (ii) between the 16th day of the month – the end of month. You will receive an invoice from us following the end of each period and payment shall be due upon receipt of the invoice. The Licensing Fee is not refundable.

C. **National Marketing Fund Fee.** You must contribute a reoccurring fee in the amount of two percent (2%) of your Gross Sales, to the National Marketing Fund (as defined below) (such fee the "**National Marketing Fund Fee**"). We reserve the right to modify the amount of the National Marketing Fund Fee, provided, however, it will not be more than three percent (3%) of your Gross Sales. Notwithstanding the foregoing, in no event shall you be required to pay more than $1,000 each calendar month to the National Marketing Fund (hereinafter the "**Marketing Fund Cap**"). The applicable period of time in which the Marketing Fund Cap will apply is from the first calendar day of each month until the last calendar day of each month. The National Marketing Fund Fee will be uniform among all franchisees of the System. If we choose to increase the contribution level, we will give you 30 days' advance notice of such increase. The National Marketing Fund Fee shall be invoiced to you each month paid to us pursuant to the same procedures set forth in Section 4.D as the Franchisee Ongoing Fees. The National Marketing Fund Fee shall be used by us pursuant to the terms and conditions set forth in Section 9.D below.

For illustration purposes only, if you have Gross Sales of $20,000 from June 1 – June 30, then your National Marketing Fund Fee for such period will be $400. If your Gross Sales for July 1 – July 31 are $60,000, then your National Marketing Fund Fee for such period would be $1,000, as the cap would apply.

D. **Payment of Fees to Us**. All ongoing fees, other than the Licensing Fees, due to us under this Agreement, including but not limited to the National Marketing Fund Fee, Insurance Fee, and the Software Fee (collectively, such fees referred to as the "**Franchisee Ongoing Fees**") are payable to us in a monthly lump sum payment. Provided, however, we may at our discretion send you separate invoices, rather than one collective invoice, to you for such fees required hereunder for the Franchisee Ongoing Fees. We shall provide you with applicable invoices following the end of each month for your Franchisee Ongoing Fees and you shall remit payment upon receipt of such invoices.

We reserve the right to change the billing frequency of these fees. Your Franchisee Ongoing Fees shall begin to be owed with the first period of a week or part of a week that your bioPURE Business is open and operating. Such payments will be due and payable for each applicable period thereafter during the Term of this Agreement. For the avoidance of doubt, the amount of the Licensing Fee and National Marketing Fund Fee is owed to us is calculated based on the date you receive payment, rather than the date of service for the particular customer.

You shall pay the Franchisee Ongoing Fees by ACH or EFT to the bank account that we so designate. In addition, we shall have the ability to withdraw the amount of any shortage owed to us by electronic funds transfer ("**EFT**") from your bank account through an automatic debit system, which may be facilitated through a third party software system.

E. **Required Reports**. From time to time, we may specify reports that you are required to submit to us pertaining to Gross Sales or other financial metrics of your bioPURE Business. Such reports shall be emailed, in Microsoft Excel or .csv format or other format we designate from time to time, to accounting@biopureservice.com (or to an email address that we may designate in the future). If you fail to report Gross Sales on a timely basis, we may calculate your Gross Sales and determine your Franchisee Ongoing Fees based on data from the third-party payment processing vendor that we require you to use (the "**Estimated Amounts**"), which shall immediately be due and payable with any late fees permitted under the Agreement. Additionally, pursuant to Section 4.L. of this Agreement, in the event you fail to submit any payments to us in a timely manner, we may automatically withdraw the Estimated Amounts from your checking account or other designated bank account. We may also request any other report of your books and records that we deem necessary in order to confirm that you have sent us all required payments.

F. **Competitive Business Violation Fee.** In addition to any other remedies or damages allowed under this Agreement, including seeking injunctive relief, if you breach the covenants set forth in Sections 11 and 14.E (the "**Restrictive Covenants**"), you shall pay us a fee equal to the sum of the following (the "**Non-Compete Fee**"): (i) our then-current Initial Franchise Fee for each Competitive Business (as defined below) in which you have an interest in violation of the Restrictive Covenants, *plus* (ii) twenty percent (20%) of each such business's Gross Sales

(as defined herein) earned through the expiration of the applicable noncompetition periods. You agree that we may include collect and you shall pay any such amounts due for the Non-Compete Fee as part of the Franchisee Ongoing Fees, pursuant to Section 4.D.

G. **Transfer Fee.** If you desire to transfer this Agreement, your rights herein, or any equity interest within you pursuant to Section 12, you shall pay us a transfer fee equal to Ten Thousand Dollars ($10,000) (the "**Transfer Fee**"). The Transfer Fee shall be paid to us prior to the time of the transfer, in immediately available cash.

H. **Successor Franchise Fee.** If you choose to renew the Franchise by obtaining a successor franchise pursuant to the terms and conditions contained herein, you shall pay us a renewal fee in the amount of Three Thousand Dollars ($3,000) (the "**Successor Franchise Fee**"). The Successor Franchise Fee is due to us at least thirty (30) days before the expiration of the initial Term of this Agreement. You agree that this amount may be included as an amount owed to us as part of the calculation of the Franchisee Ongoing Fees.

I. **Key Accounts / Management Fee**. If we institute this program and you participate, we reserve the right to require you to pay a Key Accounts / Management Fee to us or our designee. A "**Key Account**" is a customer account which may be national or regional, and which typically, but does not always, have multiple locations, and/or may be a customer of yours which was the result of any lead or any agreement developed by us for the System. If we establish a Key Accounts program which would be created to maintain and service Key Accounts (which may include locations within multiple franchisee Territories), you may participate in it. You agree that the Key Accounts / Management Fee may be included as an amount owed to us as part of the calculation of the Franchisee Ongoing Fees.

J. **Annual Convention Fee**. We may charge you a fee to attend an annual convention or required regional meetings ("**Annual Convention Fee**") of up to $350 per person attending. We will give you at least 30 days' advance notice if we are electing to charge an Annual Convention Fee. Regardless of whether we charge an Annual Convention Fee, you are responsible for all costs and expenses incurred by your attendees, including travel, lodging, and entertainment. Attendance is key as the annual franchise convention is a critical learning and networking experience for franchisees to continue to grow their business.

K. **Software System and Computer System Fee**. We may charge a separate fee for use of a preferred software system, software applications, or a proprietary computer system, whether provided by us, our affiliates, or our third-party designee. We require all franchisees to use our designated specific point-of-sale software system, and we reserve the right to require all franchisees to use specific software for any aspect of the Business ("**Software System**"), such as but not limited to accounting, scheduling, billing, customer relationship management software, or other aspects. For all required components of the Software System, we will hold the licenses for the Software System and sublicense the rights of use to you. We reserve the right to charge you for use of the Software System as follows: a one-time initial fee of $250 plus monthly fees of $250 per month for software included our Software System (collectively, the "**Software Fee**"). The initial fee pays for your use of such software and services for the first month of the Business

and shall be paid to us upon opening your bioPURE Business. The amount of this initial fee and other software fees may change in the future, and the amounts provided herein are estimates, which are subject to change. We will notify you of any such change. None of the fees for the Software System are refundable and such fees are uniform for all franchisees. We reserve the right to change the software and applications which are required for use in your Business at any time upon notice to you, which may result in a modification of the Software Fee. We may require that this amount be paid to us as part of and included within the Franchisee Ongoing Fees pursuant to Section 4.D.

You must license the Software System from us or our designated suppliers and pay us (or, if we notify you in writing, our designee) the Software Fee for such Software System. We may require updates to the Software System from time to time and require you to use different and/or additional proprietary and/or software and you will be required to purchase/enter into software agreements/licenses for such software as we (or the third-party supplier) specify and you will be required to pay us or the third-party supplier fees for such software. Currently, we require that you use the G-Suite of products, Active Campaign, and Jobber.

We recommend that you (or your applicable accounting professional) use QuickBooks to keep your books and records, as it is compatible with Jobber. Regardless of which accounting software you use, we require that you use an appropriate chart of accounts, comply with our operating procedures and specifications, including internal audit standards, and use any required software (as part of the Software System) and that your accounting must also be compatible with our required Software System. We may, upon demand, require you to provide us, within a reasonable time as we specify, with audited financial statements, using an independent certified public accountant designated by or satisfactory to us, to adopt a fiscal year consistent with ours, to cooperate with our auditors and to comply with such additional requirements as may be reasonably necessary to enable us to meet our obligations under Generally Accepted Accounting Principles and to comply with applicable accounting standards and rules.

The price you pay us for these items or software may include a mark-up which exceeds the direct costs of these products, and we may derive a profit from the sale of these products to you. The current Software Fee is set forth on Exhibit A.

L. **Automatic Debit and Electronic Payments.** We require that all payments owed by you to us or our affiliates be collected and paid in a timely manner. In the event that you do not pay your required Franchisee Ongoing Fees, the following policies will apply. You agree to sign and deliver to us the documents we periodically require to authorize us to debit your checking or other designated bank account automatically for any amounts due from purchases of products, Licensing Fee payments, Software Fee payment, Insurance Fee payments, amounts due for contributions to the National Marketing Fund, and all other amounts due under this Agreement or any related agreement between us (or our affiliates) and you. We will debit your designated bank account at the time we receive your orders for products and for the Estimated Amount if you fail to make a Franchisee Ongoing Fee payment on the date such payment is due. You agree to make the funds available for withdrawal by electronic transfer before each required payment. We may periodically change the mechanism for your payments of the installments and other amounts you owe to us under this Agreement. In the event your ACH or electronic funds transfer is refused by your financial institution or otherwise unsuccessful, you

agree to pay us a $50 fee per occurrence.

M. **Late Payment Charge; Interest on Delinquent Payments.** In addition to all other remedies we have, including, without limitation, the right to terminate this Agreement pursuant to Section 14, if you fail to pay or make available for withdrawal from your account any amounts you owe us, you (i) shall pay us a fee equal to $100 per day per occurrence of each late or non-payment, and (ii) those amounts shall bear interest at the rate of 12% annual percentage rate from the date due, calculated from the date such payment was due until it is received by us, but not to exceed the highest commercial contract rate of interest permitted by law. At our sole discretion, in appropriate circumstances, we may, but are not obligated to, reduce or waive any fees due under this Section.

5. TRAINING AND GUIDANCE

A. **Training by Us.** We will provide you with, and you agree to participate in and shall successfully complete, the following training sessions, programs and methods:

1) Unless attendance of training described here in this Section 5.A. is waived in writing by Franchisor, within 60 days after the Effective Date, you must successfully complete the training obligations set forth in the Operations Manual (the "**Initial Training Program**"). The content and duration of the initial training program will be at our discretion, but it may last up to 3 days. The Initial Training Program may include classroom training, instruction at designated facilities, hands-on training at an operating bioPURE Business, remote training (including via internet access) and/or self-study programs;

2) We reserve the right to require that you successfully complete other advanced or refresher training seminars to provide more in-depth and/or back to basics training and discussion around the operation of a Microbial Disinfection Business. The content and duration of the advanced or refresher training seminars will be at our discretion and may be held in our corporate headquarters or at other locations we designate in our discretion;

3) We may conduct national or regional conferences, at locations we determine, for all franchisees in good standing (that is, in compliance with this Agreement) up to 2 times per year. If you are eligible to attend a one of these conferences, your attendance is highly encouraged. Each national or regional conference may last up to 4 days plus your travel time. Unless we otherwise notify you in writing, you are responsible for all costs incurred by you or your representatives in connection with attending the conferences;

4) We may conduct periodic conference calls with you which may cover topics such as operations, best practices, management of your bioPURE Business, Products, sales techniques, customer relations, and similar matters; and

5) We may conduct without prior notice, periodic field visits conducted by our personnel at your location.

Unless noted above, we do not, as of the Effective Date, charge a fee for your attendance at training sessions and conferences referenced in paragraphs (1), (2) and (3) above. We

reserve the right to impose an attendance fee should we, in our discretion, deem it appropriate to do so. In all cases, you will be responsible for any and all costs you incur in attending training programs, conferences, and sessions, including, without limitation, transportation, living expenses, lodging, and labor-related costs. If you change or replace any owners within your Entity, all such new owners owing more than 33% of the Entity shall be required to attend the Initial Training Program. You and/or such personnel as we may reasonably require must also attend additional courses, seminars, and training programs that we may offer from time to time. For all required initial and training courses, we will provide instructors and training materials. While we do not currently charge a fee for such courses, we reserve the right to charge a fee of up to $500 per person per day for any additional training courses that you request.

In the event we or our authorized representative make a field visit to your Franchise Location or attend a customer field visit of your bioPURE Business, we have the right to inspect and evaluate your services, supplies, Products, or other aspects of your bioPURE Business. Any failure of an inspection is a default under this Agreement. Further, if we determine that any condition of the bioPURE Business presents a threat to customers or public health or safety or is in violation of any state or federal law, we may take whatever measures we deem necessary, including requiring you to immediately close the bioPURE Business until the situation is remedied to our satisfaction. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of the bioPURE Business or to assume any responsibility for your obligations under this Agreement.

B. **Training by You.** You will ensure that there are a sufficient number of persons to operate your bioPURE Business at all relevant times, depending on the volume of business, each of whom must be trained by you, commensurate with the person's role, to effectively and efficiently operate the bioPURE Business in accordance with the Operations Manual.

C. **Operations Manual and System Standards.** During the Term, we will provide you access to, and you shall comply with, our manuals and forms, consisting of such materials that we generally furnish to our franchisees from time to time for use in operating a bioPURE Business (collectively, hereinafter, the "**Operations Manual**"). The Operations Manual (including all bulletins, and other written and electronic materials provided to or made available to you from time to time which shall become part of the Operations Manual) contains mandatory and suggested standards, operating procedures and rules that we periodically prescribe for operating a bioPURE Business (the "**System Standards**"), information about the Products, information on your other obligations under this Agreement, specifications regarding use of the Marks, and access to advertising and promotional materials developed for our System. We may, through the Operations Manual, also issue, as necessary, ongoing updates of information and programs regarding Products, the Microbial Disinfection Business industry, and the System, including information about special or new services, products, or methods of operation developed for the System and made available to franchisees. Initially, before you open the Microbial Disinfection Business, we will provide you with certain promotional and informational materials, which may include, sales handouts, informational pamphlets on the bioPURE processes for your customers, product fact sheets, product efficacy lists, email prompts and brochures and vehicle wrap materials and instructions. We may, in our sole discretion and without limitation, modify the Operations Manual from time to time to reflect changes in System Standards and other requirements, and we will communicate any required changes to you. Any memoranda,

bulletins, guides and other materials which identify or describe any part of the System Standards will automatically be deemed to be a supplement to and a part of the Operations Manual. We or our affiliates are the sole owners of the copyright in and all other rights to the Operations Manual, and you may not reproduce or use them for any purpose other than in connection with your performance under this Agreement. You may not deviate from the System Standards and shall not use or introduce new services or standards at your bioPURE Business. You are required to follow our mandatory System Standards in the operation of your bioPURE Business.

At our option, we may post the Operations Manual and certain other bulletins and other written materials containing System Standards on a restricted website to which you will have access. If we do so, you must periodically monitor the website for any updates to the Operations Manual or System Standards. You must keep confidential any passwords and other digital identifications necessary to access the Operations Manual on such website. You agree that the contents of the Operations Manual are confidential and that you will not disclose the Operations Manual to any person other than employees of the bioPURE Business who need to know its contents. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual.

6. MARKS: COPYRIGHTS: AND CONFIDENTIAL INFORMATION

A. **Right to Use Marks.** Your right to use the Marks is derived solely from this Agreement and is limited to your development and operation of the bioPURE Business in accordance with and subject to all System Standards and in accordance with all restrictions contained in this Agreement. You agree to use the Marks as the bioPURE Business's sole identification (except for the notices of independent ownership).

B. **Ownership and Goodwill of Marks.** You acknowledge and agree that the Marks and all goodwill associated with the Marks are owned by us or, as appropriate, our affiliates, which includes our affiliates Retail Service Systems, Inc. and bioPURE Services LLC. You agree that neither you nor your owner will ever (during or after the Term) challenge our or our affiliates' exclusive rights to the Marks or engage in conduct which may adversely affect our reputation, your reputation, the reputation of the bioPURE Business, or the goodwill associated with the Marks. Your unauthorized use of the Marks will be a material breach of this Agreement and deemed to be an intentional infringement of the rights held in and to the Marks by us and our affiliates. Your use of the Marks and any goodwill established by and attributable to such use will be exclusively for our and our affiliates' benefit, which means that you have no right to the Marks or their goodwill other than the right to use them as provided in this Agreement.

C. **Rules for the Use of Marks.** You must use the Marks as we prescribe from time to time in the Operations Manual or otherwise in writing, and give such notice of registration or other claim of trademark rights as we require. You must use the name bioPURE and the city, county, or region we designate for you as the trade name of the bioPURE Business. You may not use any other mark or words to identify the bioPURE business without our prior written consent. Unless we approve otherwise, in writing, you may not use the Marks or any abbreviations thereof: (a) outside the Territory except as permitted in the Operations Manual, Territorial Policy, or otherwise set forth in writing by us, (b) for any purpose not expressly authorized by this

Agreement; (c) on or to identify any services, merchandise, products, or equipment, whether or not sold by the bioPURE Business, except for those products and services we authorize to be provided by the bioPURE Business; or (d) at any location other than the Territory except in approved advertising and marketing within the Territory or otherwise in compliance with our Operations Manual, Territorial Policy, or otherwise set forth in writing by us. Except to the extent we authorize you to do so, you may not use or authorize the use of any Mark or any abbreviations thereof: (1) as part of any corporation, partnership, limited liability company or other business entity, (2) with any prefix, suffix or other modifying words, terms, designs or symbols (other than bioPURE logos), (3) in selling any unauthorized services or products, (4) as part of any domain name, electronic address, social media account, metatag or otherwise in connection with any website, or (5) in any other manner not expressly authorized by us in writing. You agree to give the notices of trademark and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law. Unless we direct you to do so in writing, you may not make any changes or substitutions to the Marks.

D. **Modification and Discontinuance of Use of Marks.** We and/or our affiliates have the right to modify or discontinue any or all of the Marks at any time. There is no limit to our right to modify our Marks. If, in our opinion, it is desirable to modify or discontinue the use of any of the Marks and/or use one or more additional or substitute Marks, you must comply with our directions within a reasonable time after receiving notice which shall not be longer than three (3) months; however, you will be permitted to use until exhausted your then-existing inventory of printed materials (unless such use is prohibited by law). If we elect to use a principal name other than "bioPURE" to identify the franchise system, we may select another name and notify you to change all or some items bearing the Marks to the new name within a reasonable period of time as determined by us and you promptly shall adopt that name. We will not be obligated to reimburse you for any costs, loss of revenue, profits, start-up or other such expenses, or any other incidental or consequential damages attributable to the change in Marks or the name of the Franchise. Nothing in this Section affects your obligation to maintain signage and otherwise display the Marks in accordance with System Standards.

E. **Copyrighted and Copyrightable Materials.** During the Term, we will authorize you to use certain copyrighted and copyrightable materials in connection with the operation of the bioPURE Business, including, without limitation, the Operations Manual, handbooks, business manuals, written materials, all or part of the Marks, trade dress and other portions of the System and other materials (collectively, the "**Copyrighted Materials**"). You agree that, as between us and you, we or, as appropriate, our affiliates, own and will own the Copyrighted Materials and all benefits inherent in such ownership. We and our affiliates may further create, acquire, or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of bioPURE Businesses, including, but not limited to, all categories of works eligible for protection under the copyright laws of the United States, all of which shall be deemed to be Copyrighted Materials under this Agreement. We intend that all works of authorship related to the System and created in the future will be owned by us or our affiliates.

F. **Limitation on Your Use of Copyrighted Materials.** Your right to use the Copyrighted Materials is limited solely to the development and operation of the bioPURE

Business pursuant to and in compliance with this Agreement and with all applicable standards, specifications, and operating procedures we prescribe from time to time. You will ensure that all Copyrighted Materials used hereunder bear an appropriate copyright notice under the Universal Copyright Convention or other copyright laws we prescribe specifying that we or, as appropriate, our affiliate, is the owner of the copyright. You acknowledge that this Agreement does not confer upon you any interest in the Copyrighted Materials, other than the right to use them in the development and operation of the bioPURE Business in compliance with this Agreement. If we authorize you to prepare any adaptation, translation or work derived from the Copyrighted Materials, or if you prepare any Copyrighted Materials such as advertisements, posters or promotional materials, you hereby agree that such adaptation, translation, derivative work or copyrighted materials shall be our property, and you hereby assign all your right, title and interest therein to us. You agree to execute any documents, in recordable form, which we determine are necessary to reflect such ownership. You will submit all such adaptations, translations, derivative works and copyrighted materials to us for approval prior to use.

G. **Notification and Defense of Claims.** You shall notify us immediately of any claim by others (a) that you are infringing their trademark or copyright rights in connection with your use of the Marks or Copyrighted Materials, or (b) to any rights in the Marks or Copyrighted Materials which are inconsistent with this Agreement or our and our affiliates' exclusive rights to the Marks and Copyrighted Materials. You shall not communicate with any person other than us and our attorneys, and your attorneys, regarding any infringement, challenge or claim. You will fully cooperate with us and our affiliates with respect to our or their prosecution of any infringement claim or our defense of a claim that you are infringing the trademark or copyright rights of any third party. We and/or our affiliates have the exclusive right to control any such prosecution or defense. You agree to sign any documents and take any actions that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. At our option, we may defend and control the defense of any proceeding relating to any Mark. In the event you properly and timely notify us of a claim involving the defense of any Mark in which you have been named as a party, and if we choose not to defend and control such proceeding, we will indemnify you for your reasonable costs and expenses incurred in defending such matter.

H. **Confidential Information.** We and our affiliates have developed and will develop certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), the Operations Manual, other manuals, written materials, and trade secrets (whether or not legislatively or judicially recognized as a trade secret) relating directly or indirectly to the development or operation of a bioPURE Business (the "**Confidential Information**"). With respect to the definition of know-how, "**secret**" means that the know-how as a body or in its precise configuration is not generally known or easily accessible and "**substantial**" means information which is important and useful to you in developing and operating the bioPURE Business. Without limiting the foregoing, Confidential Information includes, but is not limited to:

1) methods, techniques, equipment, specifications, standards, designs,

policies, business strategies and procedures, supply chains and information relating to the development, operation, and franchising of Microbial Disinfection Businesses;

2) knowledge of and information with respect to customers of bioPURE Businesses;

3) knowledge of suppliers and specifications for certain materials, equipment and fixtures for bioPURE Businesses;

4) operating results and financial performance of bioPURE Businesses other than your bioPURE Business;

5) any and all marketing, promotional, or training materials (whether written, video, or any other format) and techniques used in the operation of or relating to bioPURE Businesses; and

6) the System, System Standards, the Operations Manual, and all business manuals.

You acknowledge and agree that we or, as appropriate, our affiliates, own all right, title, and interest in and to the Confidential Information. We will disclose to you such parts of the Confidential Information as we determine are required for the operation of the bioPURE Business during training and in guidance and assistance furnished to you during the Term. The Operations Manual contains Confidential Information, and you may learn or otherwise obtain from us additional Confidential Information during the Term. You acknowledge and agree that neither you, your owner, nor any other person or entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize certain Confidential Information in the operation of the bioPURE Business in accordance with this Agreement, and that the use or duplication of the Confidential Information in any other business or for any other purpose would constitute an unfair method of competition with us and our affiliates. You are permitted to disclose the Confidential Information to your owner and employees only to the extent reasonably necessary for the operation of the bioPURE Business in accordance with this Agreement. You acknowledge and agree that the Confidential Information is confidential and is our valuable asset, is proprietary, and is disclosed to you solely on the condition that you (or your owner) and your employees who have access to it agree, and you do hereby agree, that, during and after the Term, you, your owner and your employees will (a) not use the Confidential Information in any other business or capacity, (b) maintain the absolute secrecy and confidentiality of the Confidential Information, (c) not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form; and (d) adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including, without limitation, requiring all employees, contractors, agents, consultants and all other persons who will have access to such information to execute confidentiality agreements in a form periodically prescribed or approved by us. You agree to maintain such confidentiality agreements on file for 4 years after the employee executing such agreement has left your employment, and to provide us, at our request, executed originals of each such agreement.

Nothing contained in this Agreement shall be construed to prohibit you from using the Confidential Information that we specify in connection with the operation of the bioPURE Business pursuant to this Agreement.

Notwithstanding anything to the contrary contained in this Agreement and provided you have obtained our prior written consent, the restrictions on your disclosure and use of the Confidential Information shall not apply to the following: (i) information, methods, procedures, techniques and knowledge which are or become generally known to the general public, other than through disclosure (whether deliberate or inadvertent) by you, your owner, your employees or any other person required under this Section to sign a confidentiality agreement; and (ii) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that you are legally compelled to disclose such information, provided you notify us prior to disclosure and have used your best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

I. **Innovations.** You shall promptly disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you and/or any of your affiliates, owners, agents, representatives, contractors, or employees during the Term relating to operation of a bioPURE Business or a Microbial Disinfection Business (the "**Innovations**"). All Innovations are our sole and exclusive property, part of the System, and works made-for-hire for us or our designee. To the extent any Innovation does not qualify as a work made-for-hire, by this paragraph you assign ownership of that Innovation, and all intellectual property and other rights to the Innovation, to us or our designee and agree to sign and deliver such instruments and documents, provide such assistance and perform such other acts as we periodically designate in order for us or our designee to obtain exclusive rights in such Innovations. We will have no obligation to make any payments to you or any other person with respect to any such Innovations. You will not use, nor will you allow any other person to use, any Innovations, whether in connection with the bioPURE Business or otherwise, without obtaining our prior written approval.

7. OPERATIONS STANDARDS AND REQUIREMENTS

A. **Authorized Services and Products.** You must use in the operation of your bioPURE Business and in the offer and sale of approved services and products, only those techniques, procedures, and supplies we specify in writing. Currently, we require that you purchase all electrostatic equipment and disinfecting products from us or, if we so designate, from our affiliates. You acknowledge and agree that we may change any of our requirements periodically and you agree to conform to any such changes. All customer service materials, techniques, and promotional items of all descriptions and types must meet our standards of uniformity and quality. Further, you agree that throughout the Term, you will make all equipment and inventory purchases for the operation of the bioPURE Business from us, or as we direct, from our affiliates, and that you will maintain an adequate inventory of designated Products and equipment as may be necessary to meet reasonably expected consumer demand at the bioPURE Business throughout the Term. You may not manufacture, use, sell, or distribute, or contract with any party other than us or our affiliates to manufacture, use, sell, or distribute, any Products

or other merchandise or equipment bearing any of the Marks without our prior written approval, which we may withhold in our sole discretion. Because of the sensitive and competitive nature of our relationships with our manufacturers and suppliers (and those of our affiliates), you agree that you will not contact, directly or indirectly, any of the manufacturers or suppliers with whom we or our affiliates have established relationships or are attempting to establish relationships or otherwise interfere with or attempt to interfere with those relationships. You may sell Products only at retail to customers of the bioPURE Business, and you may not sell any Products through mail order or a website. We have the right to derive revenue from you and to derive revenue and receive payments from manufacturers and suppliers on account of sales to you and other licensees and franchisees and to use all such amounts we receive without restriction for any purposes we deem appropriate. You acknowledge that, under the System Standards, we limit the type and brand of Products you are able to offer to customers.

B. **Product Orders.** We will make commercially reasonable efforts under the circumstances present at the time of your order to fill and ship as soon as practical each of your orders for Products. However, we will not have any obligation to you for any failure or delay in the manufacture, delivery, or shipment of the Products pursuant to your order caused by an event or condition which is beyond our reasonable control or that of our affiliates, including, without limitation, manufacturer delays, strike, fire, flood, explosion, act of terrorism, weather, casualty or government regulation, order or restriction. In no event will we or our affiliates be required to fill and/or ship an order to you if you are in default of this Agreement or unless and until you have paid any and all outstanding amounts due and owing to us or our affiliates. You agree to comply with our policies and requirements with respect to receiving deliveries, handling items which have been damaged in transit, and return of items. We will post these policies and requirements in the Operations Manual and reserve the right to modify them from time to time.

C. **Suggested Pricing Policies**. We may, from time to time, impose requirements with regard to your advertised prices or otherwise make suggestions regarding your pricing policies. In addition, we have the right to negotiate Key Account arrangements, including pricing which will bind all bioPURE Businesses providing services to such Key Accounts. Although you generally have the right to establish prices for the products and services you sell, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. Moreover, if you are found to have participated in price gouging by an applicable local or state governmental entity or in our commercially reasonable determination, we have the right to immediately terminate this Agreement.

D. **Customer Service**. You must honor any warranty policies for services you provide to customers, as we may require in the then-current version of the Operations Manual. You are solely responsible for the quality and results of the services you sell and provide to customers; maintaining a continuing responsibility with respect to such services beyond the termination or expiration of this Agreement. You must render and must cause each of your employees to render prompt, competent, and courteous service to customers and you shall offer and honor such service warranties as we direct. You must also honor the national discount programs we may specify from time to time. You must respond to any dissatisfied customers within a reasonable period of time after the complaint is received or as otherwise set forth in the Operations Manual. You are solely responsible for satisfactorily and timely resolving all warranty

claims, customer disputes, and online customer reviews. Should you fail to do so, you must reimburse the cost of any such services to us or any third party that we authorize to perform the services or you must reimburse us for any refund or other payment we may make to a customer. We may at any time contact customers concerning the quality of services you provide, the level of customer satisfaction, or other aspects of the bioPURE Business that we deem relevant, and we may institute and use a "secret shopper" system.

E. **NO WARRANTIES; LIMITATIONS OF LIABILITY.** WE AND OUR AFFILIATES MAKE NO WARRANTIES WHATSOEVER TO YOU CONCERNING ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES, OR OTHER ITEMS WE APPROVE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SUCH PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION ANY REQUIRED COMPUTER SYSTEMS, SOFTWARE, OR COMPUTER PROGRAMS OR APPLICATIONS), SUPPLIES, OR OTHER APPROVED ITEMS. YOU SHALL NOT BE ENTITLED TO RECOVER FROM US OR OUR AFFILIATES (WHETHER IN CONTRACT, TORT OR BY STATUTE OR OTHERWISE, INCLUDING OUR NEGLIGENCE OR THAT OF OUR AFFILIATES OR OTHERS, OR PRODUCT LIABILITY) ANY CONSEQUENTIAL DAMAGES INCLUDING ECONOMIC DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME OR ANY OTHER INCIDENTAL DAMAGES. YOU HEREBY AGREE TO HOLD US AND OUR AFFILIATES HARMLESS FROM AND INDEMNIFY US AND OUR AFFILIATES AGAINST ANY AND ALL LIABILITY (WHETHER IN CONTRACT, TORT OR BY STATUTE OR OTHERWISE INCLUDING OUR NEGLIGENCE OR THAT OF OUR AFFILIATES OR OTHERS, AND PRODUCT LIABILITY) WITH REGARD TO ANY PRODUCTS, SERVICES, EQUIPMENT, SUPPLIES, OR OTHER ITEMS SOLD TO YOU BY OR OTHERWISE THROUGH US OR OUR AFFILIATES.

8. OPERATION OF THE BIOPURE BUSINESS AND SYSTEM STANDARDS

A. **Compliance with System Standards and Applicable Laws.** You alone are responsible for operating the bioPURE Business and agree to operate the bioPURE Business in full compliance with all applicable laws, ordinances and regulations (including, without limitation, bonding and licensing requirements) and with all System Standards, as we may periodically modify them, as if they were part of this Agreement. All references to this Agreement shall include all System Standards, as periodically modified. Without limiting the foregoing, you shall not offer, sell, or provide Products or services which are not approved by us and you shall offer, sell, and provide only those Products and services we prescribe for your bioPURE Business from time to time. You agree that all mandatory System Standards that we prescribe in the Operations Manual, or otherwise communicate to you in writing or another form, are part of this Agreement as if fully set forth within its text. All references to this Agreement include all mandatory System Standards as periodically modified. You acknowledge that our periodic modification of the System Standards (including to accommodate changes to the Marks), which may accommodate regional and/or local variations, may obligate you to invest additional capital into your bioPURE Business and incur higher operating costs, and you agree to comply

with those obligations within the time period we specify.

We may issue and modify System Standards that may regulate any aspect of the bioPURE Business's operation and maintenance. Without limiting the generality of the foregoing, System Standards may regulate any one or more of the following:

1) the design and appearance of the Franchise Location and any automobiles used in the bioPURE Business, including, but not limited to, branding and other aesthetic details;

2) minimum and required standards and specifications for Products, equipment, materials, and supplies and services that your bioPURE Business uses or sells;

3) staffing levels for the bioPURE Business; qualifications, dress and appearance of your employees; and standards for providing competent and courteous service to customers (although you have the sole responsibility and authority for the terms and conditions of employment of your employees);

4) use and display of the Marks and required signage and postings;

5) days and hours of operation;

6) participation in market research and testing and product and service development programs;

7) acceptance of credit and debit cards, other payment systems, and check verification services;

8) establishment and use of bookkeeping, accounting, data processing, and recordkeeping systems and forms, including document retention requirements;

9) minimum Product purchase requirements and/or Gross Sales expectations or requirements; and

10) any other aspects of operating and maintaining the bioPURE Business that we determine to be useful to preserve or enhance the efficient and consistent operation, image, or goodwill of the Marks and of the bioPURE Business.

System Standards will not include any employment-related policies or procedures and will not dictate or regulate the terms and conditions of employment for your employees. Any information or materials we provide (whether in the Operations Manual or otherwise) concerning employment-related policies or procedures, or relating to the terms and conditions of employment for your employees, are merely suggestive and for your optional use.

B. **Compliance with Laws.** Franchisee, at Franchisee's sole expense, must secure and maintain in force throughout this Agreement's Term (and all successive franchises thereafter) all required licenses, permits, and certificates relating to the bioPURE Business's operation and

operate the bioPURE Business in full compliance with all applicable laws, ordinances, and regulations, including but not limited to any laws relating to the application of the chemicals to be used in your bioPURE Business. The bioPURE Business must in all dealings with its customers, suppliers, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct, and must adhere to the Code of Conduct contained in the Operations Manual. Franchisee agrees to refrain from any business or advertising practice which might injure Franchisor's business or the goodwill associated with the Marks or other bioPURE Businesses. Franchisee must notify Franchisor in writing within five (5) days of: (1) the commencement of any action, suit or proceeding relating to the bioPURE Business; (2) the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental entity which might adversely affect Franchisee's operation or financial condition or that of the bioPURE Business (including the revocation or threatened revocation of any license, permit or certification applicable to the bioPURE Business); and (3) any notice of violation of any law, ordinance or regulation relating to the bioPURE Business.

C. **bioPURE Business Management and Performance Standards.** You must supervise the operation of the bioPURE Business and must devote reasonable best efforts to the operation of the bioPURE Business to fully maximize available sales opportunities in the Territory. You are required to achieve the Minimum Sales Amount designated for each year of operation of your bioPURE Business.

D. **Notices of Independent Ownership.** You will prominently identify yourself, including in the areas of the Franchise Location in which all official employment-related notices are posted, and on all contracts, checks, invoices, stationery, business cards and advertising materials which you use in operating your bioPURE Business, as the independent owner of the bioPURE Business and our authorized franchisee.

E. **Approved Vendors for Non-Product Items.** In addition to the restrictions contained in Sections 7 and 8 with respect to Products, we have the right, on 30 days' notice, to require you to purchase other products, supplies, fixtures, equipment, and services used in the development or operation of the bioPURE Business only from suppliers that we designate or approve (which may include or even be limited to us, our affiliates and/or other restricted sources), and then use them or offer them for sale (as applicable) through your bioPURE Business. We have the right to derive revenue from you and to derive revenue and receive payments from suppliers on account of their sales to you and other franchisees and to use all such amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate.

9. ADVERTISING, PROMOTION, AND MARKETING

A. **Approval of Marketing Materials.** The marketing techniques and strategies we mandate are critical to the operation of the bioPURE Business in accordance with the System Standards. You agree to follow our recommendations and requirements with respect to the kinds and types of advertising and the media used and shall not spend any amounts for or use any kind of advertising and promotion other than that prepared, recommended, or required by us without first obtaining our written consent. You must obtain our approval before using any

advertising materials which incorporate any of the Marks. We have the right to approve any other advertising and promotional material that you propose to use which has not previously been approved by us. Therefore, you must submit such materials to us at least 5 business days before you intend to use them. If we do not notify you of our disapproval of these materials within 3 business days after we actually receive them, they will be deemed disapproved. You will pay the reasonable cost of all materials supplied by us for advertising and promotion purposes, including the pro rata share of cost of creative work, printing, engraving and films. You must use only those interior and exterior signs that we approve. You may not publicly post any pricing information unless we give you written authorization to do so. All advertising, promotion, and marketing conducted by you must be legal and not misleading and conform to the policies set forth in the Operations Manual or as we otherwise prescribe in writing from time to time. Unless we otherwise approve in writing, for certain advertising as described in this paragraph, we require that you use only our approved designs for all advertising, such as but not limited to the following examples: Pamphlets, Yard signs, Refrigerator magnets, Window stickers/decals, Website badges, Door hangers, Table/counter tents, Business cards, Uniforms and branded apparel, Vehicle wraps, Email footers.

B. **Franchise System Website.** We retain the sole right to advertise, market, and promote bioPURE Businesses, the products and services that they offer and sell, and the bioPURE Business franchise opportunity on one or more websites, mobile applications, social media accounts and other online presences which may currently exist or that may exist at any time in the future, including but not limited to social media accounts, text messaging, e-mail, Facebook, Google My Business, LinkedIn, YouTube and internet ad buys (each a "**System Website**"), and to create, operate, maintain and modify or discontinue the use of, a System Website using the Marks. If we establish one or more System Websites, you must give us the information and materials that we periodically request. We will own all intellectual property and other rights in the System Website and all information it contains (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We may use the National Marketing Fund's assets to develop, maintain and update System Websites and may implement and periodically modify System Standards relating to the System Websites. We also may, at our option, discontinue any or all System Websites at any time.

We will build and maintain one or more pages for your bioPURE Business within our System Website and will maintain ownership and administrative privileges over any such websites. You agree to comply with our social media marketing requirements, including our current requirement that all bioPURE Business social media pages (including but not limited to Facebook pages) be created by us and that we maintain ownership of such accounts, and that all social media ad accounts be created through us and be owned by us. Except as we may authorize in writing, you may not: (1) link or frame our website; (2) create or register a website using the Marks; (3) create or register any Internet domain name in connection with the bioPURE Business; or (4) register, as internet domain names or other social media names, any of the Marks now or hereafter owned by us or any abbreviation, acronym, or variation of the Marks, or any other name that could be deemed confusingly similar. You may not develop, maintain, or authorize any other website, other online presence, or other electronic medium that mentions or describes the bioPURE Business or displays any of the Marks. You may not conduct commerce or directly or indirectly offer or sell any Microbial Disinfection Business products or services using any website, another

electronic means or medium, or otherwise over the internet unless we separately authorize you to do so, in writing. You agree that sales via the internet may, in our discretion, become a part of the System Standards, and you agree to participate in such programs and processes if, when, and how we mandate that they be conducted. You acknowledge that participation in such programs may result in additional costs incurred by you, and you agree to pay such costs as they are incurred. Nothing in this Section shall limit our right to maintain websites or mobile applications other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website, or otherwise over the internet without payment or obligation of any kind to you.

We may require that you, at your expense, participate in a bioPURE website or other online communication system that we may prescribe. We have the right to determine the content and use of our website and establish the rules under which franchisees may or must participate. We may post your bioPURE Business contact information on our website. Your right to participate in our website or other communication system, or otherwise use the Marks or System Website, will terminate when this Agreement expires or terminates. You acknowledge and agree that you do not have any right to use the Marks on any website or any social media platform except as expressly approved by us in writing. We may immediately terminate this Agreement if you register any domain name containing any of the Marks.

C. **Advertising and Marketing Strategies**. You must implement and execute all marketing and advertising strategies that form part of the System Standards as described in the Operations Manual and in training materials from time to time. In the event we elect to implement a program or method for capturing customer information (including but not limited to customer names, mailing addresses, email addresses, phone numbers, and product purchase information), you shall participate in this program and shall share this data with us. If we implement this program through software or other application, you shall download this software or application.

D. **National Marketing Fund.** We (or our affiliates) have established a national marketing fund for the advertising, marketing and public relations programs and materials for the System and the bioPURE Businesses (the "**National Marketing Fund**") into which, you shall contribute the National Marketing Fund Fee. Contributions to the Fund shall be in addition to and not in lieu of any local Marketing Spend Requirement. We or our designee (which may be one or more of our affiliates) shall administer and control the National Marketing Fund. The National Marketing Fund may be used for production and placement of media advertising, direct response literature, direct mailings, brochures, collateral advertising material, surveys of advertising effectiveness, other advertising or public relations expenditures relating to advertising bioPURE Businesses, services and products, providing professional services, materials, and personnel to support the marketing function, and creating, producing, and implementing our websites. We may reimburse ourselves or our designated representatives (which may be one or more of our affiliates) from the National Marketing Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting, and legal expenses, taxes, and other reasonable direct and indirect expenses incurred by us or our representatives in connection with the programs funded by and the administration and operation of the National Marketing Fund.

The National Marketing Fund will not be our asset, and neither we nor our

representatives will be liable for any act or omission in connection with the administration or control of the National Marketing Fund that is consistent with this Agreement and done in good faith. We and our representatives may spend in any fiscal year more or less than the aggregate of all contributions to the National Marketing Fund in that year. We may cause the National Marketing Fund to be incorporated or operated through a separate entity at such time as we deem appropriate, and such successor entity, if established, will have all rights and duties specified in this Section. We and our representatives undertake no obligation to ensure that the National Marketing Fund benefits you or any other bioPURE Business in proportion to your or its respective contributions. The National Marketing Fund's primary purpose is to support sales by the entire bioPURE Business system of businesses and to build brand identity. You agree to participate in any promotional campaigns and advertising and other programs that the National Marketing Fund periodically establishes.

We and our representatives have the right, but not the obligation, to use collection agents and institute legal proceedings to collect National Marketing Fund contributions at the National Marketing Fund's expense. We and our representatives also may forgive, waive, settle, and compromise all claims by or against the National Marketing Fund. We and our representatives may at any time waive, defer, or reduce contributions of any owner of a bioPURE Business and, upon written notice to you, reduce or suspend National Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the National Marketing Fund. If the National Marketing Fund is terminated, all unspent monies will be distributed to the contributors in proportion to their respective National Marketing Fund contributions during the preceding 12- month period.

E. **Local Advertising Expenditures.** You shall spend a total of at least three percent (3%) of your bioPURE Business' Gross Sales each calendar year on advertising, marketing and promotional programs for the bioPURE Business (the "**Marketing Spend Requirement**"). The Marketing Spend Requirement is a minimum amount of fees and expenses, payable to third parties and not to us, for the promotion of your Business. You may choose to spend more than the Marketing Spend Requirement, though you are not required to do so. Additionally, the Marketing Spend Requirement shall be suspended and waived in its entirety for each calendar year subsequent to a year in which your Business achieves Gross Sales of Five Hundred Thousand Dollars ($500,000) or more. However, the Marketing Spend Requirement shall be reinstated for any year following a year that achieved less than Five Hundred Thousand Dollars Gross Sales. We may review your books and records from time to time and require you to submit reports periodically to determine your advertising, marketing and promotion expenses.

All marketing and advertising efforts by you shall be in compliance with our policies in our Operations Manual, the Franchise Agreement, and our Territorial Policy, or as we otherwise provide in writing. You agree that your advertising, promotion and marketing will be completely clear, factual and not misleading and conform to the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time. Before you use them, you must send us, for approval, samples of all advertising, promotional and marketing materials which we have not prepared or previously approved within the last six (6) months. You may not use any advertising, promotional or marketing materials that we have not approved or have disapproved. We assume no liability to you, due to our approval or disapproval

of any advertising, marketing or promotional materials or programs, and you are responsible for ensuring that all such materials and programs that you use and implement comply with all applicable laws, ordinances and regulations. In addition, before engaging an agent or agency to provide advertising, promotions or marketing services to you, you must first submit to us written notice of your intention to retain such agent or agencies and provide us with information regarding such agent's or agencies' qualifications as we deem necessary. We reserve the right to approve or disapprove the use of such agents or agencies by you.

You shall not market or advertise on the internet or any social media interface or format unless you follow our guidelines regarding the use of such social media site and applications. You acknowledge and agree that any goodwill of the brand and Marks generated from your social media presence and interface shall be the property of Franchisor. Additionally, you shall immediately terminate the use and delete any accounts using the Marks and associated with your bioPURE Business upon the expiration or earlier termination of this Agreement.

F. **Key Accounts**. We reserve the right to establish and administer a Key Accounts program. If such a program is established, you may participate in it. If you elect to participate, you must comply with all Key Accounts standards and procedures set forth in the Operations Manual and/or as we may otherwise communicate to you, as well as the specific terms of our arrangement with each applicable Key Account, which terms may include, without limitation, the provision of certain insurance and other products and services, special pricing, payment terms, and turnaround on services.

G. **Advertising Cooperatives**. We have the right to designate local advertising markets and if designated, you must participate in and contribute to the cooperative advertising and marketing programs in your designated local advertising market. If established, you must contribute to the advertising cooperative the amount designated by the cooperative, but such contribution amount shall not exceed three percent (3%) of your Gross Sales. If established, each bioPURE Business, including those operated by us or our affiliates within a designated local advertising area, will be a member of the local advertising cooperative and each business has one vote on all matters requiring a vote. Each advertising cooperative will be required to adopt governing documents that meet our approval. You must obtain our written approval of all promotional and advertising materials, creative execution and media schedules prior to their implementation. We have the right to require advertising cooperatives to be formed, changed, dissolved or merged.

10. EVALUATIONS, AUDITS AND REPORTS

A. **Right to Inspect; Evaluations.** To determine whether Franchisee and the bioPURE Business are complying with this Agreement and all System Standards, we and our designated representatives have the right before you open the bioPURE Business for regular operations and thereafter from time to time during your typical business hours, and without prior notice to you, to inspect and evaluate the bioPURE Business at the Franchise Location or at any location at which you are servicing customers, observe and record operations, interview personnel and members, and inspect your books and records relating to business conducted by the bioPURE Business. You will cooperate with us in these activities and these inspections, including giving us

remote access to evaluate, copy, and audit your electronic records. We will give you a written summary of our evaluation within 10 business days after the completion of our audit and inspection of the bioPURE Business. You will promptly correct at your own expense all deficiencies (i.e., failures to comply with System Standards) noted by our evaluators within the time period we specify following your receipt of our notice of such deficiencies. We then may conduct one or more follow-up evaluations to confirm that you have corrected these deficiencies and otherwise are complying with this Agreement and all System Standards. We may charge you an evaluation fee to compensate us for our costs and expenses during any such follow-up evaluation or any evaluation that you request.

B. **Records, Reports, and Financial Statements.** You grant us access to your books and records, specifically those available through Jobber and QuickBooks (or any similar software programs or applications we may recommend or require from time to time), to perform audits and reviews from time to time as we deem appropriate. In addition, if requested, within 15 days after the end of each month, you must submit to us the following information for the preceding month: (i) copies of your most recent balance sheet and statement of profit and loss, including a summary of your costs for labor, rent, and other material cost items; and (ii) all such books and records as we may require under our audit policies published from time to time. You also must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement, and statement of cash flows for such fiscal year. We reserve the right, in our discretion, to require changes to the data required to be submitted, the manner in which it is submitted, and the frequency with which it is submitted. You acknowledge and agree that we have the right to impose these requirements on you regardless of whether we impose the same requirements on our other franchisees.

You agree to access our internal system-wide network website for franchisees (the "**System Network**") on a regular basis (at least once per week) to review information we have posted, and we reserve the right to require you to enter, on the System Network, all sales and financial information and statistics which we require from time to time, using forms which we post on the System Network and at frequencies we specify in the Operations Manual.

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting principles) that we prescribe from time to time. You agree to give us in the manner and format that we prescribe from time to time and at frequencies we designate, such other reports and information regarding the bioPURE Business, including without limitation, revenue reports and financial statements, as we may request from time to time.

You agree to verify and sign each report and financial statement in the manner we prescribe. You must certify in writing all reports to be true and correct. We will not publicly disclose data derived from these reports unless we make such public disclosure without disclosing your identity or your bioPURE Business's financial results on an individual (i.e., unconsolidated) basis or unless we are required to do so in the context of any litigation.

You agree to preserve and maintain all records, in the manner we periodically specify, in a secure location for at least 4 years after the end of the fiscal year to which such records

relate. If we reasonably determine that any report or financial statement submitted to us is willfully and materially inaccurate, then following our delivery of written notice to you, we may require you to have audited financial statements prepared annually during the Term, at your cost, until we determine that your reports and statements accurately reflect the business and operations of the bioPURE Business.

11. COMPETITIVE BUSINESS DURING TERM

You acknowledge that we have granted you the Franchise in consideration of and reliance upon the agreement of you and your owners to deal exclusively with us in the Microbial Disinfection Business industry. You acknowledge that, in addition to the license of the Marks, we also have licensed commercially valuable information which comprises the System, including, without limitation, operations, marketing, advertising, recruiting techniques, sales methodologies, and related information and materials, and that the value of this information arises not only from the time, effort, and money which went into its compilation but also from its use by all bioPURE Business franchisees. You therefore agree that, other than the bioPURE Business, neither you nor your owner or any of your officers, directors, shareholders, members, partners or other owners, nor the spouse or other Immediate Family (as defined below) shall, during the Term of this Agreement:

1) have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, as defined below, wherever located or operating;

2) perform services as a director, officer, manager, employee, consultant, representative, contractor, agent, or otherwise for a Competitive Business, wherever located or operating;

3) divert or attempt to divert any customers or business related to the bioPURE Business, our business, or any other bioPURE Business franchisee by direct inducement or otherwise, to any Competitive Business; or

4) directly or indirectly solicit or employ any person who is employed by us, any of our affiliates, or another bioPURE Business franchisee without obtaining the employer's prior written consent.

The term "**Competitive Business**," as used in this Agreement, shall mean any business (a) which engages in or (b) which grants franchises or licenses to others to engage in the operation of a business that will provide the service and sales of residential and commercial electrostatic disinfecting services and products (other than another bioPURE Business operated by you) or otherwise offers or provides services substantially similar to the services provided by the bioPURE Business; provided, however, no party bound under this Section 11 shall be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding. The term "**Immediate Family**" includes the named individual, his or her spouse, all minor children, siblings, parents, and in-laws of the named individual or his or her spouse, to the extent any such individuals are involved in operating the bioPURE Business.

In addition to any other remedies or damages allowed under this Agreement, including seeking injunctive relief, if you breach the covenants set forth in this Section 11, you shall pay us the Non-Compete Fee.

12. TRANSFER

A. **Transfer or Delegation by Us.** We may assign this Agreement or delegate all or any part of our obligations to any person or entity who or which we reasonably believe is capable of performing our obligations under this Agreement. We also may change our ownership or form without restriction and without notice to you. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to our interest in it.

B. **Transfer by You.** You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, without our prior written consent, neither (a) this Agreement or any of the rights granted or obligations assumed thereunder, (b) any interest in this Agreement, (c) any part of the ownership in you if you are an entity, (d) ownership of the bioPURE Business or all or a substantial portion of the assets used in the operation of the bioPURE Business (other than in the ordinary course of business) may be "transferred." Any unauthorized transfer is a breach of this Agreement, is void, and is of no effect. As used in this Agreement, the term "**transfer**" includes your (or your owner's) voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in any of the foregoing. It also includes an assignment of day-to-day operational responsibilities for the bioPURE Business pursuant to an operating or management agreement or otherwise. A "**transfer**" also includes the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any interest in this Agreement, the bioPURE Business, or an ownership interest in you; foreclosure upon or attachment or seizure of the bioPURE Business or any of its operating assets, and if you or one of your owners dies, transfer of an interest in you, this Agreement or the bioPURE Business (or any right to receive all or a portion of your or the bioPURE Business's profits or losses) by will, declaration of or transfer in trust, or under the laws of intestate succession. A transfer of the bioPURE Business's ownership, possession, or control, or all or a substantial portion of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect. In addition, you may not assign or pledge this Agreement or, without or consent, an ownership interest in you or in the bioPURE Business as security or collateral for any loans or other financing.

In the event of a transfer (as defined in this Section 12), and prior to the transfer being effective, you must pay us the Transfer Fee. You must pay us the Transfer Fee on the total gross sales price of the bioPURE Business, when (as approved by us) you sell your bioPURE Business, but we may discount or waive the transfer fee if the transfer is to a legal entity you control or to a member of your Immediate Family.

C. **Pre-Conditions for Approval of a Transfer.** We will not be obligated to approve a proposed transfer unless you are in full compliance with this Agreement and all

other franchise agreements you might have executed with us. Our approval of a proposed transfer will be conditioned on the proposed transferee meeting the following conditions:

1) the proposed transferee and its owner must be of good moral character and otherwise meet our then applicable standards for franchisees (including, without limitation, being owned by only one person if the transferee is a legal entity);

2) all amounts due and owing under this Agreement or otherwise (including under another franchise agreement) by you to us, our affiliates, or third parties whose debts or obligations we have guaranteed on your behalf, if any, are paid in full and you have submitted all required reports and statements;

3) the proposed transferee agrees to sign the then-current form of franchise agreement and all ancillary agreements, which will govern the transferee's operation of the bioPURE Business following the transfer (the provisions of which may differ materially from any and all of those contained in this Agreement except that the term will be amended to coincide with the Term of this Agreement), and pays for and satisfactorily completes the initial training program then being required of new franchisees;

4) you provide us with written notice at least 30 days prior to the proposed effective date of the transfer and include information reasonably detailed to enable us to evaluate the terms and conditions of the proposed transfer, which at a minimum includes a written offer from the proposed transferee;

5) the proposed transferee provides us with information sufficient for us to assess the proposed transferee's business experience, aptitude, and financial qualification, and we approve the proposed transferee as a franchisee;

6) neither the transferee nor its owners or affiliates have an ownership interest in, or perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for, a Competitive Business;

7) the proposed transferee agrees to renovate, refurbish, remodel, or replace, at its own cost, the real and personal property and items used in operating the bioPURE Business at the Franchise Location within the timeframe we specify in order to comply with our then current image, standards of operation, and performance capability;

8) if the Franchise Location is located at a site other than your primary residence, your landlord allows you to transfer the Franchise Location's lease to the transferee;

9) if you or your owner finances any part of the purchase price, you and/or your owner agrees that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the bioPURE Business are subordinate to our security interests and the transferee's obligation to pay fees and other amounts

due to us and our affiliates and otherwise to comply with this Agreement;

10) you, your owner and guarantors execute a non-disparagement agreement and general release, in a form satisfactory to us, of any and all claims against us, our affiliates, and their respective shareholders, officers, directors, employees, and agents; and

11) you, your owner and guarantors abide by all post-termination covenants, including, without limitation, the covenant not to compete set forth in Section 14.E as though the Agreement had expired or terminated as of the effective date of the transfer.

Neither the transferee nor its owner may, without our prior written consent, take over possession of the bioPURE Business until the transfer process has been completed and our written consent has been granted. You acknowledge and agree that we may, but shall not be required to, release you or any guarantors of your obligations upon transfer.

If we approve the proposed transfer, you or the proposed transferee shall pay us the Transfer Fee prior to the transfer occurring. Our consent to any transfer is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the bioPURE Business's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement's terms or conditions.

D. **Right of First Refusal.** If you or any of your owners at any time determines to sell or transfer for consideration an interest in this Agreement and/or the bioPURE Business or a direct or indirect controlling interest in you, you grant us a 30-day right of first refusal to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written notice set forth in Section 12.C(4) and: (a) the right of first refusal will be effective for each proposed transfer, and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer for which we shall have a new 30-day right of first refusal; (b) the 30-day right of first refusal period will run concurrently with the period in which we have to approve or disapprove the proposed transferee; (c) if the consideration or manner of payment offered by a proposed transferee is such that we cannot reasonably be expected to furnish the same, then we may purchase the interest proposed to be sold for the reasonable cash equivalent. If you and we cannot agree within a reasonable time on the cash consideration, we will designate an independent appraiser, whose determination will be binding upon us both; all expenses of the appraiser shall be paid for equally by us and you; and, despite clause (a), we will have 15 days after determination of the cash consideration to exercise our right of first refusal. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section. If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, subject to our approval of the transfer as provided in Subsections B and C above. If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you must tell us promptly), we will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of

notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our option.

E. **Death or Disability.** Upon your death or permanent disability (or that of your owner), the personal representative of such person shall transfer that person's interest in this Agreement or such interest in your Entity to a third party approved by us pursuant to the terms of this Agreement. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 120 days from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all terms and conditions applicable to transfers contained in this Section 12. Failure to transfer the interest within said period of time shall constitute a breach of this Agreement. The term "**permanent disability**" shall mean a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you (or your owner) from supervising the management and operation of the bioPURE Business for a period of 120 days from the onset of such disability, impairment, or condition.

13. SUCCESSOR FRANCHISES

A. **Your Right to Acquire Successor Franchises.** Upon the expiration of the Term, subject to the terms and conditions set forth in this Section 13, you shall have the right to acquire a successor Franchise ("**Successor Franchise**") to operate the bioPURE Business at the Franchise Location or a substitute site we approve within the Territory if:

1) you are then operating the bioPURE Business in full compliance with this Agreement and all other agreements between you and us or our affiliates and have been in substantial compliance with this Agreement and all other agreements between you and us or our affiliates throughout the Term;

2) you pay us the Successor Franchise Fee;

3) you have completed and sent us the forms and other information we then require and demonstrate to our satisfaction that you meet our then current financial and operational criteria for new bioPURE Business franchisees;

4) you execute the form of franchise agreement and related agreements that are being offered to new franchisees, the terms of which may be different than those contained in this Agreement, including higher fees;

5) you and your owner execute and deliver to us, to the extent permitted by applicable law, general releases and non-disparagement agreements, in a form prescribed by us, of any and all claims against us and our affiliates and their respective owners, officers, directors, employees, agents, successors and assigns; and

6) you (i) maintain possession of and agree to remodel the Franchise Location, add or replace improvements, equipment, fixtures, furnishings, and signs, and otherwise modify the Franchise Location and any vehicles or equipment used in

the operation of the bioPURE Business as we require to bring it into compliance with specifications and standards then applicable for new bioPURE Businesses; or (ii) if you are unable to maintain possession of the Franchise Location, or if, in our reasonable judgment based on changed market and economic conditions then in effect in your local market, the Franchise Location should be relocated, you: (x) secure a substitute Franchise Location we approve; (y) develop the substitute Franchise Location in compliance with specifications and standards then applicable for new bioPURE Businesses; and (z) continue to operate the bioPURE Business at the original Franchise Location as is reasonable until operations are transferred to the substitute Franchise Location.

Subject to your compliance with the terms and conditions of this Section 13, there is no limit on the number of Successor Franchises that you may acquire, and each franchise agreement you and we execute to evidence a successor franchise will provide for substantially the same rights with respect to acquiring Successor Franchises. Notwithstanding our right in subparagraph (6) above to require you to relocate the Franchise Location, we will not require you to relocate the Franchise Location in connection with your acquisition of a Successor Franchise until the then current term of the lease or sublease for your Franchise Location expires (in the case where this Agreement expires before your then current lease term expires). However, you must comply with your obligations in subparagraph (6) above and, if appropriate, commence preparation to relocate the Franchise Location to a new location before the then current term of your lease or sublease expires in order to minimize as reasonably as practicable the time period during which you do not have a Franchise Location open for business under this Agreement.

B. **Grant of Successor Franchise.** You must give us written notice of your election to acquire a Successor Franchise at least 60 days, but no more than 12 months, prior to the expiration of the Term. We may require you to provide certain financial information relating to you or your owner and the bioPURE Business's operation, and pay us the Successor Franchise Fee, along with your notice. If you fail to give us your notice by the required deadline (together with the payment of the Successor Franchise Fee), we will interpret that to be your election not to acquire a Successor Franchise, and we will take action in reliance on that election. Within 30 days after our receipt of your notice (together with the Successor Franchise Fee), we will give you written notice: (a) of our determination whether or not we will grant you a Successor Franchise (and, if applicable, stating the reasons for a refusal to grant you a Successor Franchise); and (b) advising you of any deficiencies which must be corrected by you before we will grant you a Successor Franchise, stating what actions you must take to correct the deficiencies and specifying the time period in which such deficiencies must be corrected. Our failure to provide you with this notice within the 30-day period specified above shall be deemed to be our decision to grant you a Successor Franchise without requiring you to correct any deficiencies in order to obtain the Successor Franchise. Such decision does not, however, foreclose our right to issue a notice of default or a notice of termination in accordance with the terms of this Agreement.

C. **Interim Period**. If this Agreement expires without you properly exercising any right to obtain a Successor Franchise and you continue to accept the benefits of this Agreement

thereafter, then, at our option, we may treat this Agreement either as (i) expired as of the date of expiration, with you then illegally operating a franchise in violation of our rights; or (ii) continued on a month-to-month basis (the "**Interim Period**") until both parties agree to enter into our then-current franchise agreement for a renewal term or until one party provides the other with written notice of termination, in which case the Interim Period will terminate 30 days after receipt of the notice of termination. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, except that the Licensing Fee during the Interim Period will be increased to 15% of Gross Sales without any reductions. All obligations and restrictions imposed on you upon expiration of this Agreement shall take effect upon termination of the Interim Period.

14. TERMINATION OF AGREEMENT

A. **Termination By You.** Except as otherwise provided by law, Franchisee may only terminate this Agreement as a result of a breach by us of a material provision of this Agreement; provided that (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this section will not release or modify your post-term obligations under this Agreement.

B. **Termination By Us.** In general, we may only terminate this Agreement for a material breach by you of this Agreement, and we will endeavor to provide you with advance written notice of any such material breach. However, advance notification may not be possible or practical in all circumstances. Therefore, except as otherwise provided by law, upon the occurrence of any one of the following events, we may, at our option, terminate this Agreement, effective immediately upon delivery of written notice to you at the notice address listed on the signature page of this Agreement:

1) If you begin operating your bioPURE Business without having obtained our prior written consent as required by this Agreement or fail to open the bioPURE Business within the time periods set forth in Section 3.C of this Agreement or cease to operate the bioPURE Business or otherwise abandon the bioPURE Business for a period of 30 consecutive days, or any shorter period that indicates an intent by you to discontinue operation of the bioPURE Business, unless and only to the extent that full operation of the bioPURE Business is suspended or terminated due to fire, flood, earthquake, or other similar causes beyond your control and not related to the availability of funds;

2) If you (i) contact, (ii) interfere or attempt to interfere with the relationships we or our affiliates have with vendors, or (iii) purchase or attempt to purchase products from any vendor other than us or our designated affiliates;

3) If you, any person under your control or any person who has executed or should have executed a confidentiality agreement under Section 6.H. of this Agreement intentionally or negligently discloses to any unauthorized person, or copies or reproduces, the contents or any part of the Operations Manual or any other trade secrets or Confidential Information;

4) If you misuse any of the Marks, including registering or attempting to register any domain name containing our Marks, or attempt to license any of the Marks;

5) If you commit fraud in connection with the purchase of the Franchise or operation of the bioPURE Business or otherwise engage in conduct or are the subject of publicity that, in our sole judgment, impairs or may impair the goodwill associated with us or the Marks or otherwise subjects the Marks or the bioPURE Business system to ridicule, scandal, reproach, scorn or indignity (our receipt, during any 12 consecutive months, of at least three customer complaints regarding separate incidents involving your operation of the bioPURE Business will be deemed to be conduct which impairs the goodwill associated with the Marks or System);

6) If you become insolvent or are adjudicated bankrupt; or any action is taken by you, or by others against you, under any insolvency, bankruptcy, or reorganization act (this provision might not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.); or if you make an assignment for the benefit of creditors; or a receiver is appointed for you;

7) If any material judgment (or several judgments which in the aggregate are material) is obtained against you and remains unsatisfied of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against your bioPURE Business or any of the property used in operating the bioPURE Business and is not discharged within 5 days; or if your real or personal property shall be sold after levy by any sheriff, marshal, or constable;

8) If (i) you (or your owner) are convicted of a felony, a crime involving moral turpitude, or any crime or offense reasonably likely, in our sole opinion, to materially and unfavorably affect us, the System, the Marks, and the associated goodwill and reputation or (ii) you misuse or fail to follow our directions and guidelines concerning use of the Marks and fail to correct the misuse or failure within 10 days after delivery of notice from us;

9) If you fail to access the System Website and provide any required sales, revenue, and financial information and fail to correct such failure within 30 days after delivery of notice, or if you fail to accurately report sales or other required data;

10) If you fail to pay any amounts due to us in when due (including, but not limited to, Licensing Fees, Software Fees, Insurance Fee, or National Marketing Fund Fee) or you fail to submit any required reports, and you do not correct such deficiency within 30 days after delivery of notice;

11) If, without our express written permission, you attempt to subcontract services with a third party for the purpose of reselling bioPURE products or services;

12) If you have received 3 notices of default from us within a 12-month period, regardless of whether the defaults were cured;

13) If you lose the right to occupy the Franchise Location premises because of a default under the lease or sublease, or default under any agreement related to use or operation of the bioPURE Business;

14) If you engage in a transfer, as defined in Section 12, without complying

with the provisions of Section 12;

15) If we issue a notice of termination with respect to any other franchise agreement between us and you, your owner or any other legal entity owned by you or your owner governing the operation of another bioPURE Business;

16) If you fail to meet the Minimum Sales Amounts outlined in Section 2.C. of this Agreement and the associated obligations thereunder;

17) If you are found to be price gouging by any applicable governmental body or in our commercially reasonable determination; or

18) If your bioPURE Business is closed by any state or local authorities for public safety reasons.

C. **Termination By Us - Thirty Days' Notice.** We will have the right to terminate this Agreement (subject to any state laws to the contrary, in which case state law shall prevail), effective upon delivery of 30 days' prior written notice to you, if you breach any other provision of this Agreement not specified in Section 14.B. above, including, but not limited to, if you fail to comply with the Operations Manual, and fail to cure the default during such 30-day period. In that event, this Agreement will terminate without further notice to you, effective upon expiration of the 30- day period.

D. **Effect of Termination or Expiration.** On expiration without the grant of a Successor Franchise or otherwise by any termination of this Agreement, you shall:

1) immediately pay us all amounts owed under this Agreement;

2) within 7 days, return to us all hard copy Operations Manual and other Confidential Information in your possession or control and delete all soft copies of such information;

3) discontinue all use of the Marks and related trade names, the use of any and all advertisements, signs, papers goods, and websites bearing said Marks and trade names, or any reference whatever thereto, and immediately on our request assign to us the bioPURE Business telephone number(s), email addresses, and websites;

4) modify the exterior and interior of the Franchise Location (including any vehicles used in the operation of the bioPURE Business) to our sole satisfaction, so that in our opinion it is clear to the public that the location and premises are not part of the System;

5) not operate, or do business under any name or in any manner that might tend to give the general public the impression that this Agreement is still in force or that you are connected in any way with us or have any right to use the System or the Marks;

6) not make use of or avail yourself of any of our trade secrets, methods of operation, or other Confidential Information or disclose or reveal any such information or any portion thereof to anyone not employed by us or our franchisees;

7) not assist anyone who is not licensed to use the System in the construction, equipping or operation of any business incorporating any part of the System and which are identifying characteristics of businesses using the System or of any Competitive Business;

8) execute any and all documents required by us which are necessary to effectuate termination of your license and interest in the use of any and all Marks;

9) not use and, if the Franchise Location premises are within your or your owner's control, not assist or allow anyone else to use the Franchise Location premises for any Competitive Business for a period of 2 years after the expiration of this Agreement; and

10) comply with the restrictions on competitive activities set forth in section 14.E below.

All of our and your (and your owner's and affiliates') obligations which expressly or by their nature survive the termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding its termination or expiration until such obligations are satisfied in full or by their nature expire.

E. **Competitive Business After Term or Expiration.** For a period of two (2) years after expiration or termination of this Agreement, neither you nor any of your officers, directors, shareholders, members, partners or other owners, nor the spouse or other Immediate Family of any of these individuals shall:

1) have any direct or indirect interest as a disclosed or beneficial owner in or perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business within 200 miles from:

(i) the Franchise Location;

(ii) any other bioPURE Business in existence as of the date of termination or expiration of this Agreement;

(iii) any territory, market or trade area serviced by us or a franchisee as of the date of expiration or termination;

(iv) any territory, market or trade area which we have planned or taken steps to service either directly or through a franchisee; and/or

(v) any location, trade area, market or territory from or in which a bioPURE Business operated within two (2) years prior to expiration or termination of this Agreement;

2) divert or attempt to divert any vendors, customers or business related to the bioPURE Business, our business, or any other bioPURE Business franchisee by direct inducement or otherwise, to any Competitive Business; or

3) directly or indirectly solicit or employ any person who is employed by us,

any of our affiliates, or another bioPURE Business franchisee without obtaining the employer's prior written consent, or interfere with or attempt to interfere with the relationships between us or our affiliates and any vendors, suppliers or consultants to the System.

Notwithstanding the foregoing, no party bound under this section shall be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

F. **Actions in Lieu of Termination.** Without waiving any rights we might otherwise have to terminate this Agreement under Section 14.B or Section 14.C, we may, at our option, exercise any lesser rights or remedies which, by their nature, would be subsumed in or would be a subset of the greater rights, including, for example, the right to reduce the size of the Territory and/or eliminate the restrictions we have placed on ourselves and our affiliates under Section 2 rather than terminating this Agreement. The exercise of our option with respect to any lesser remedy shall not be deemed to be an election or waiver with respect to the greater remedy or any other rights we might have as a result of an event of default. We may at any time exercise all of the rights granted to us under this Agreement, including, without limitation, the issuance of a notice of termination where permitted to do so under Section 14.B or Section 14.C irrespective of our exercise of a lesser remedy with respect to the same default.

15. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION

A. **Independent Contractors.** This Agreement does not create a fiduciary relationship between you and us. We and you are and will be independent contractors, and nothing in this Agreement is intended to create an agency, joint venture, partnership, or employment relationship unless provided by expressed provision of this Agreement. Neither party has any right to create any obligation on behalf of the other except as expressly provided in this Agreement. Because you are an independent contractor, your labor relations with your employees are strictly your own concern. You must comply with all applicable laws and regulations, whether related to employment, to operating the bioPURE Business, or otherwise. We do not have the right or power to supervise or discipline any of your employees; to determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees; or otherwise to control the labor relations between you and your employees. We and you agree not to make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of the bioPURE Business's operation or the business you conduct under this Agreement.

B. **Taxes.** You and/or your owners are solely responsible for all taxes, however denominated or levied upon you or the bioPURE Business, in connection with the business you conduct under this Agreement (except any taxes we are required by law to collect (and actually do collect) from you with respect to purchases from us). We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied

upon you or the bioPURE Business, due to the business you conduct (except any taxes we are required by law to collect (and actually do collect) from you for purchases from us and our income taxes), and you agree that any information we or our affiliates provide to you cannot be construed as tax advice.

C. **Indemnification.** You will indemnify, defend, and hold us, our affiliates, and our and their respective owners, directors, managers, officers, employees, agents, successors, and assignees (collectively, "**Indemnified Parties**") harmless against, and reimburse any one or more of the Indemnified Parties for, all obligations and damages (actual, consequential, exemplary, or other) suffered as a result, and costs reasonably incurred in the defense, of any claim asserted against any of the Indemnified Parties, including, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration, or alternative dispute resolution, and travel and living expenses, directly or indirectly arising out of: (i) the operation of the bioPURE Business; (ii) the unauthorized use of the Marks; (iii) a transfer in violation of this Agreement; (iv) the business you conduct under this Agreement; (v) noncompliance or alleged noncompliance with any law, ordinance, rule or regulation concerning the bioPURE Business's operation, including any tax liabilities of the bioPURE Business, or if you have employees, independent contractors, agents, or customers at your Franchise Location, the Americans with Disabilities Act and other laws regarding public accommodations for persons with disabilities; (vi) any claims brought against you or us arising out of or in connection with or incidental to the actions or omissions of your employees or allegations that we are a joint employer of your employees; or (vii) a breach of this Agreement, including, but not limited to, unauthorized use of the Confidential Information; or any other agreement between the parties and or their affiliates that relates to the operation of the bioPURE Business, including, without limitation, those claims and liabilities which are alleged to have been caused by an Indemnified Party's negligence.

Each Indemnified Party has the right to defend any claim at your expense. This indemnity will continue in full force and effect notwithstanding the termination or expiration of this Agreement. Neither we nor any other Indemnified Party is required to seek recovery from any insurer or other third party in order to maintain and recover fully a Claim against you. You agree that our failure to pursue such recovery will in no way reduce or alter the amounts we or another Indemnified Party may recover from you. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

D. **Insurance.** You must obtain and thereafter maintain in full force and effect, throughout the Term, policies of insurance which satisfy the requirements set forth in the Operations Manual from time to time with respect to quality of insurer and types and limits of coverage.

Currently, we require that at a minimum, you must maintain the following types and minimum amounts of insurance coverage: commercial general liability — bodily injury and property damage ($1 million per occurrence), including products/completed operations ($2 million general aggregate); automobile liability — any owned vehicles and vehicles used in the bioPURE Business ($1 million per accident); and workers' compensation — in compliance with

state and local laws. The minimum coverages we specify are for our benefit and are not intended to be relied upon by you as a recommendation as to the types of coverage and coverage limits which are or might be appropriate for your particular business or circumstances. Additional coverage and limits might be appropriate based, for example, on the specific location of your Franchise Location and the amount of equipment you purchase, and we encourage you to consult with your insurance agent regarding such additional coverage. All insurance policies must name us as additional insureds and give us reasonable prior written notice of termination, amendment, or cancellation.

We also currently require that you purchase pollution liability insurance coverage through us, which cost shall be billed on a monthly basis to you. Such insurance currently provides up to $5 million of available insurance coverage to you and us in the event of certain covered events. The current monthly cost of this policy (the "**Insurance Fee**") is set forth in Exhibit A to this Agreement, and will be charged no more than twice before your bioPURE business is open and operational.

Upon issuance of any required insurance policy, and at least 30 days prior to any renewal or replacement of a required insurance policy (or shorter timeframe if you have made reasonable attempts to timely provide such notice to us), and at our request, you must deliver to us a certificate of insurance evidencing that you have obtained such policy. You must notify us of any lawsuits filed against you within 5 business days after you have notice of such lawsuits, whether or not you have tendered them to your insurance company for defense and/or coverage. We may, upon 60 days prior written notice to you, require reasonable changes in the insurance coverage you are required to maintain to reflect inflation, identification of special risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. In the event you fail to maintain the required insurance coverage on your bioPURE Business, we may acquire and pay for the insurance coverage and charge you our actual cost of insurance premiums and a reasonable fee for expenses we incur in obtaining coverage on your behalf, which may be collected as part of the amount payable to us via your Franchisee Ongoing Fees payment.

16. STANDARD CLAUSES

A. **Severability and Integration.** This Agreement contains the entire agreement between us and you and supersedes any and all prior agreements concerning its subject matter. You agree and understand that we shall not be liable or obligated for any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation. We do not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement or in any required Franchise Disclosure Document with which you have been provided prior to executing this Agreement. Nothing in this Agreement or any related agreement by and between you and us is intended to disclaim the representations we made in the Franchise Disclosure Document. You further acknowledge and agree that no representations have been made to you by us or our affiliates regarding projected sales volumes, market potential, revenues, profits of the bioPURE Business, or operational assistance other than as stated in this Agreement or in any disclosure document provided by us or our representatives. Any policies that we adopt and implement from time to

time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Except as expressly provided to the contrary in this Agreement, each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable by reducing any part or all of it, you and we agree that such covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor Franchise agreement, or the taking of some other action not required under this Agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

B. **Amendment.** Subject to our right to periodically modify System Standards, the Operations Manual, and the Territorial Policy, the provisions of this Agreement may be modified only by written agreement between the parties.

C. **Waiver of Obligations.** We and you may unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of notice to the other or such other effective date stated in the notice of waiver. Any waiver we or you grant will be without prejudice to any other rights we or you may have, will be subject to our or your continuing review, and may be revoked by the party granting the waiver at any time and for any reason; provided, however, that any waived breach may not later be used as a ground for terminating this Agreement. Any waiver must be in writing, signed by our duly authorized

representative, to be enforceable. Our failure to complain or declare that you are in breach of the terms of this Agreement or our failure to give or withhold our approval as provided in this Agreement shall not, except as otherwise provided in this Agreement, constitute a waiver of such breach or of such right to withhold our approval. We will not be deemed to waive or impair any of our rights under this Agreement because of our waiver of or failure to exercise any right, whether of the same, similar, or different nature, with other bioPURE Businesses or because of the existence of franchise or license agreements for other bioPURE Businesses which contain provisions different from those contained in this Agreement.

D. **Costs and Attorneys' Fees.** If we incur any costs or expenses, including, without limitation, attorneys' fees and any collection costs, as a result of your non-compliance with this Agreement, you must promptly reimburse us for all such costs and expenses, even if we do not initiate a formal legal proceeding, and also must reimburse us for costs and expenses incurred in connection with any judicial or arbitration proceeding or action (whether incurred before or after the proceeding or action was commenced) if we prevail in such proceeding or action, or any portion thereof, as determined by the judge or arbitrator, as applicable. Such costs shall include, if applicable, any time spent by our in-house counsel, calculated at prevailing rates for attorneys in the Franklin County, Ohio area.

E. **No Off-Sets; Cumulative Rights.** You may not take any off-sets from any amounts due us or our affiliates under this Agreement or any other agreements. Our and your rights under this Agreement are cumulative, and no exercise or enforcement of any right or remedy shall preclude our or your exercise or enforcement of any other right or remedy under this Agreement which we or you are entitled by law to exercise or enforce.

F. **Interpretation.** The recitals and exhibits to this Agreement are a part of this Agreement, which, together with the Operations Manual, the Territorial Policy, and our System Standards and any riders or addenda signed simultaneously with this Agreement, constitutes our and your entire agreement, and there are no oral or other written understandings, representations, or agreements between us and you, relating to the subject matter of this Agreement. Any policies that we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. Nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Except where this Agreement expressly obligates us reasonably to approve any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval. The headings of the Sections are for convenience only and do not define, limit, or construe the contents of such Sections. This Agreement may be executed in multiple copies, each of which will be deemed an original. If two or more persons are at any time "**you**" under this Agreement, their obligations and liabilities to us will be joint and several.

G. **Binding Effect.** The delivery of this Agreement to you is not an offer. Therefore, this Agreement will not be binding upon us until it is first signed by you, tendered to us for our acceptance, and accepted by us through the signature of our duly authorized representative. Once accepted by us, this Agreement is binding upon and will inure to the

benefit of us and you and our and your respective successors and permitted assigns.

H. **Exercise of Our Business Judgment.** We have the right, in our sole judgment, to operate, develop and change the Systems and System Standards in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on the information readily available to us and our judgment of what is in our and/or our franchise network's best interests at the time our decision is made, regardless of whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision or the action we take promotes our financial or other individual interest.

I. **Potential Profit**. You acknowledge that we and/or our affiliates may from time to time make a profit on our sales of goods or services to you for use in your bioPURE Business. Further, we and/or our affiliates may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said rebates, profits, and/or consideration and we may use the same as we deem appropriate.

J. **Anti-Terrorism Provision**. You and each of your owners represent and warrant to us that: (i) neither you nor any owner is named, either directly or by an alias, pseudonym or nickname, on the lists of "**Specially Designated Nationals**" or "**Blocked Persons**" maintained by the U.S. Treasury Department's Office of Foreign Assets Control; (ii) you and each owner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering, and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act, U.S. Executive Order 13244, or any similar laws, and will assist us in all efforts to comply with all such laws; and (iii) you shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading.

17. DISPUTE RESOLUTION

A. Governing Law/Submission to Mediation and Arbitration.

1) Mediation. Before any party may bring an action in court or against the other party, or commence an arbitration proceeding (except as noted in Section 17.A.3 below), the parties must first meet to mediate the dispute. The mediation will be held in Franklin County, Ohio. Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association (the "**AAA**") in accordance with its then-current rules for mediation of commercial disputes unless the parties agree otherwise. The mediator will be appointed in accordance with the rules and regulations of the AAA unless the parties agree on a mediator in writing within 10 days after either party gives written notice of the request for mediation. The mediation hearing will be held within 20 days

after the mediator has been appointed. Each party will bear its own costs and expenses for the mediation and will be responsible to pay 50% of the mediator's costs and expenses.

2) Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates, including without limitation your owners and guarantors, arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship, or your bioPURE Business not resolved through mediation within 90 days of the initiation of the mediation process must be submitted to binding arbitration and must be determined by arbitration administered by the AAA pursuant to its then-current commercial arbitration rules and procedures. The arbitration must take place in Franklin County, Ohio, and be conducted by a single arbitrator selected in accordance with the AAA's then-current commercial arbitration rules and procedures. The arbitrator must follow the law and not disregard the terms of this Agreement. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims o the jurisdiction of the state or federal courts located in Franklin County, Ohio. A judgment may be entered upon the arbitration award in any court of competent jurisdiction. The arbitrator may not assess punitive or exemplary damages, nor make any award that extends, modifies, or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including the arbitrator's and AAA's fees and costs); provided that if we prevail, we shall be entitled to reimbursement of all of our fees and costs.

3) Exception to arbitration. The parties agree that the following claims will not be subject to arbitration and may be brought without regard to any obligations to mediate disputes in accordance with this Agreement: (1) any action for temporary, preliminary, or permanent injunctive relief, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party's tangible or intangible property, including trademarks, service marks, and/or other intellectual property (including a party's trade secrets), brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; or (2) any action related solely to the collection of moneys owed to us or our affiliates. Any such actions described in this paragraph must be brought in the state or federal courts of Franklin County, Ohio. Both parties irrevocably submit themselves to, and consent to, the jurisdiction of said courts and specifically waive any objection to the jurisdiction and venue of such courts. You specifically waive the right to remove any action brought in state court

from such state court to a federal district court.

4) Governing law. Except to the extent governed by the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*), the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal law, this Agreement shall be interpreted under the laws of the State of Ohio, and any dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Ohio, which laws shall prevail in the event of any conflict of law.

B. **Waiver of Punitive Damages.** EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY THE INDEMNIFIED PARTIES PURSUANT TO SECTION 15.C. FOR CLAIMS OF OTHERS SEEKING TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES, AND EXCEPT FOR CLAIMS FOR UNAUTHORIZED USE OF THE MARKS OR MISAPPROPRIATION OF ANY CONFIDENTIAL INFORMATION, WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.

C. **Limitation of Claims.** EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OF AMOUNTS DUE UNDER THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING SUCH CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO SUCH CLAIMS.

D. **Jury Waiver**. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT AND CLAIMS ARISING OUT OF THE PARTIES' RELATIONSHIP.

18. NOTICES

All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section 18. All such approvals, requests, notices, and reports, as well as all payments, will be deemed delivered at the time delivered by hand; or 1 business day after being placed in the hands of a nationally recognized commercial courier service for

next business day delivery; or 3 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices that we provide to you or your owner, at the Franchise Location address. As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party:

To us:	bioPURE, LLC 6221 Riverside Drive, #1N Dublin, OH 43017 Attn: Chief Legal Officer
Notices to you:	As indicated on the Signature Page of this Agreement

19. ACKNOWLEDGMENTS

BEFORE SIGNING THIS AGREEMENT, YOU AND YOUR OWNER SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. YOU AND YOUR OWNER ACKNOWLEDGE THAT:

(A) THE SUCCESS OF THIS BUSINESS VENTURE INVOLVES SUBSTANTIAL RISKS AND DEPENDS, AT LEAST IN PART, UPON YOUR ABILITY AS AN INDEPENDENT BUSINESS PERSON AND YOUR ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BIOPURE BUSINESS; AND

(B) YOU HAVE NOT BEEN GIVEN ANY ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, BY US OR OUR REPRESENTATIVES AS TO THE POTENTIAL SUCCESS OF THE BIOPURE BUSINESS, THE VIABILITY OF THE FRANCHISE LOCATION OR THE EARNINGS LIKELY TO BE ACHIEVED FROM THE OPERATION OF THE BIOPURE BUSINESS, NOR HAVE YOU RELIED UPON ANY SUCH ASSURANCE OR WARRANTY IN EXECUTING THIS AGREEMENT; AND

(C) NO STATEMENT, REPRESENTATION, OR OTHER ACT, EVENT, OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT AND IN ANY FRANCHISE DISCLOSURE DOCUMENT SUPPLIED TO YOU AND YOUR OWNERS, IS BINDING ON US IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Franchise Agreement effective on the Effective Date.

BIOPURE, LLC.

By: _____

Name: Jim Wilson_____

Title: CEO_____

FRANCHISE OWNER

_____
[Name]

By:_____

Name: _____

Title: Operating Owner_____

Address:

EXHIBIT A
TO THE
BIOPURE FRANCHISE AGREEMENT

BASIC TERMS

Franchise Location and Territory:

Franchise Location. The Franchise Location, as referenced in section 1.A., at which your bioPURE Business will based is located at: _____ _____.

Territory: The Territory referenced in Section 1.A of the Agreement shall consist of the geographic area encompassed within the following zip codes that exist as of the date of the Agreement or as shown on the map attached hereto: _____ _____.
A map depicting zip codes is also attached, but the zip codes list will control in the event of any discrepancy. If such zip codes are later divided or split up by the applicable governmental authority, such boundaries will be considered fixed as of the date of this Agreement, and the territory will continue to contain the same physical boundaries as are occupied by the zip codes as of the date this Agreement is executed. You acknowledge that we may periodically modify the Territory pursuant to Section 2 of this Agreement.

Franchisee Information:

Owners. The following list includes the full name of each person who is one of Franchisee's owners (as defined in the Franchise Agreement) and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	Percentage Ownership
(a)	_____	%
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

Officers/Directors. The following list includes the full name of each person who is one of Franchisee's officers or directors, and includes each individual's title(s).

Name of Each Director/Officer/Manager	Title(s)
_____	_____
_____	_____

Operating Owner.

The Operating Owner is _____.

Current Fees:

Your Initial Franchise Fee is: _____

The current National Marketing Fund Fee is: lesser of 2% of Gross Sales or $1,000 per month.

The current Software Fee is: $250 per month.

The current Insurance Fee is: $35 per month.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit A to the Franchise Agreement effective on the date stated below.

DATED: _____

BIOPURE, LLC.

By: _____

Name: _____

Title: _____

FRANCHISE OWNER

_____
[Name]

By: _____

Name: _____

Title: _____

EXHIBIT B
TO THE
BIOPURE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

1. In consideration of the execution of that certain Franchise Agreement of even date herewith (the "Agreement") by and between bioPURE, LLC, an Ohio limited liability company (the "Company," "we" or "us"), and _____ ("Franchisee"), each of the undersigned (each a "Guarantor," collectively the "Guarantors") hereby personally and unconditionally: (1) guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that the Franchisee will timely pay and perform each and every undertaking, agreement and covenant set forth in the Agreement, and any documents, agreements and instruments executed pursuant to or in connection with the Agreement (collectively, with the Agreement, the "Agreement Documents"); (2) agree personally to be bound by the provisions of Section 6.H *(Confidential Information)*, Section 11 *(Competitive Business During Term)*, Section 14.D *(Effect of Termination)*, Section 14.E. (*Competitive Business after Tern or Expiration*) and Section 15.C *(Relationship, Indemnification)* of the Agreement; and (3) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement Documents applicable to the Guarantor as provided for herein.

2. Each of the undersigned Guarantors hereby waives the following:

(i) acceptance and notice of acceptance by us of the foregoing undertaking;

(ii) notice of demand for payment of any indebtedness, or nonperformance of any obligations hereby guarantied;

(iii) protest and notice of default to any party respecting the indebtedness, or nonperformance of any obligations hereby guarantied;

(iv) any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

3. Each of the undersigned Guarantors hereby consents and agrees that:

(i) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, the other Guarantors and all signatories to similar guaranties of Franchisee's obligations;

(ii) Guarantor will render any payment or perform any obligation required under the Agreement Documents upon demand if Franchisee fails or refuses timely to do so;

(iii) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Franchisee or any assignee or successor, and this Guaranty and Assumption of Obligations will apply to any claims we may have due to return of any payments or property we may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;

(iv) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to Franchisee, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty and Assumptions of Obligations, which will be continuing and irrevocable during and after the terms of the Agreement Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to us are fully discharged and satisfied;

(v) Guarantor's liability hereunder will not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person, and we may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor;

(vi) Monies received from any source by us for application toward any payment of the obligations under the Agreement and under this Guaranty and Assumptions of Obligations may be applied in any manner or order deemed appropriate by us; and

(vii) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty and Assumptions of Obligations against Guarantor or any negotiations relative to the obligations hereby guaranteed.

4. If any Guarantor is a member, director, officer, or otherwise of the Franchisee and such Guarantor ceases to be a member, director, officer, or to own any interest in the Franchisee prior to the termination or expiration of the Agreement, that person agrees that their obligations under this Guaranty and Assumptions of Obligations shall continue to remain in force and effect unless we in our sole discretion, in writing, release the Guarantor from the obligations contained herein. Notwithstanding the foregoing, unless prohibited by applicable law, the obligations contained in Section 14 *(Termination of Agreement)* shall remain in force and effect against Guarantor for a period of two (2) years after any such release by us. A release by us of any Guarantor shall not affect the obligations of any other Guarantor.

5. If any of the following events occur, a default ("Default") under this Guaranty and Assumptions of Obligations shall exist: **(a)** failure of timely payment or performance of the obligations under this Guaranty and Assumptions of Obligations; **(b)** breach of any agreement or representation contained or referred to in this Guaranty and Assumptions of Obligations; **(c)** appointment of a guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any

Guarantor; **(e)** making any false report to us; and/or **(f)** intentionally understating or underreporting any amounts due to us. If a Default occurs, the obligations of the Guarantors shall be due immediately and payable without notice.

6. This Guaranty and Assumptions of Obligations shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. Our interests in and rights under this Guaranty and Assumptions of Obligations are freely assignable, in whole or in part, by us. Any assignment shall not release any Guarantor from this Guaranty.

7. All capitalized terms when used herein will have the meaning ascribed to them in the Agreement. This Guaranty and Assumption of Obligations will be governed, construed and interpreted in accordance with the substantive laws of the State of Ohio, without giving effect to its conflicts of law principles. This Agreement may be executed in counterparts by electronic or facsimile transmission, all of which counterparts shall be deemed originals, all of which counterparts taken together shall constitute a single instrument, and the signature pages of each such counterpart may be detached from the several counterparts and attached to a single copy of this document to physically form a single instrument.

[Signatures appear on the following page]

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.

GUARANTOR(S):

Signature:_____ Signature: _____

Print Name: _____ Print Name: _____

Date:_____ Date:_____

Signature:_____ Signature: _____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

Signature:_____ Signature: _____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

Signature:_____ Signature: _____

Print Name:_____ Print Name:_____

Date:_____ Date:_____

EXHIBIT C
TO THE
BIOPURE FRANCHISE AGREEMENT

TERRITORIAL POLICY

[begins on next page]

TERRITORIAL POLICY

[Updated April 1, 2020]

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bioPURE

Section 1. Introduction and Purpose.

1.1 Introduction. The bioPURE Franchise Agreement requires that each franchisee operating a microbial disinfection business (hereinafter a "bioPURE Business") comply with a territorial policy (the "Territorial Policy") which prescribes the conditions under which each bioPURE Business may advertise, solicit and perform services whether inside or outside its Territory. bioPURE will modify and amend this Territorial Policy in its sole discretion, usually annually. Each bioPURE Business agrees that bioPURE may enforce this Territorial Policy in its sole discretion. The modified or amended Territorial Policy may contain materially different terms and conditions than the current Territorial Policy. You must comply with the most recent version of Territorial Policy.

1.2 Purpose. Each bioPURE Business should concentrate its efforts on developing and performing work within its Territory, but we understand that it is not always possible to limit services to that Territory. To supplement each bioPURE Business's promotional efforts, bioPURE allows each bioPURE Business to advertise, solicit and perform services outside its Territory under certain circumstances. This allows each bioPURE Business to act as a network, providing better service than offices operating independently.

Section 2. Definitions.

The following terms are defined specifically for this Territorial Policy. Terms defined in the Franchise Agreement have those meanings.

Advertising - Any form of media contact through newspapers, mailings, telephone directories or other directories, trade journals, radio, television, flyers, pamphlets, electronic mail, social media, web pages or domain names, or other means, about service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or other disinfection services related to germs, viruses, bacteria, mold, or mildew, and deodorization and odor removal. See Appendix A for examples of Advertising.

Franchise - The business operated by a bioPURE Business pursuant to a Franchise Agreement using bioPURE's Marks and the bioPURE system.

Open Territory - Any territory that is outside the Territory of any bioPURE Business (i.e., a territory that has not been assigned to any bioPURE Business).

Solicitation - Any promotion by or on behalf of a bioPURE Business, other than Advertising, to potential customers or to any other persons or entities who may have the ability to refer work. Solicitation includes door-to-door advertising, cold calling, attending business, trade association, and other meetings of any type at which marketing is or may be performed. If performed within thirty (30) days after work has been completed, the following are not solicitation: add-on sales, customer satisfaction call-backs, and "thank you" letters to customers or customer recalls. If any of the foregoing are performed more than thirty (30) days after work has been performed, they constitute solicitation and are prohibited in another bioPURE Business's Territory. Solicitation does not include Advertising to or otherwise soliciting individuals or entities with whom a bioPURE Business has already met with in person prior to promoting bioPURE services or products to them. See Appendix A for examples of Solicitation.

Territory - Any territory which is assigned and licensed to a bioPURE Business.

Territory Commission - A commission of up to 5% paid by one bioPURE Business to another bioPURE Business for performing work in the other bioPURE Business's Territory.

Section 3. Advertising and Promotion.

3.1 The Franchise Agreement requires that all Advertising by an each bioPURE Business, whether in or outside the Territory, must comply with bioPURE's standards and must be approved by bioPURE in writing before its use or publication. All Advertising must be under "bioPURE" or "bioPURE of _____" (i.e., the licensed business name specified in each bioPURE Business's Franchise Agreement). All advertising must comply with current advertising requirements, as amended from time to time by Franchisor.

3.2 In general, each bioPURE Business may only utilize business telephone or facsimile area codes and exchanges that are wholly within or mostly within their Territory. At no time is a bioPURE Business allowed to use a telephone or facsimile area code or exchange outside the Territory of the Franchise for business purposes. Each bioPURE Business is limited to soliciting only telephone or facsimile numbers with telephone or facsimile area codes and exchanges wholly within or mostly within its Territory. We may, in our complete and sole discretion, grant exceptions to this rule upon request, and if we do so, we can revoke any such permission at any time for any reason.

3.3 Each bioPURE Business may only advertise in publications or media where the circulation of the media or directory is partially outside the Territory if the regular circulation of the publication or medium includes the majority of the Territory. Each bioPURE Business may only advertise in Yellow Pages or other telephone directories where the circulation of the directory includes the majority of the Territory. If a bioPURE Business and other bioPURE franchisees wish to place Yellow pages cooperative advertising, each Franchise must agree to the terms of this advertising and obtain written consent from us in advance of placing such advertisement.

3.4 If the bioPURE Business can control the circulation of the advertising, the advertisement may only be sent to locations in the Territory. Advertising in Open Territory is permissible if any single advertising vehicle/campaign does not last more than two weeks and otherwise complies with this Territorial Policy. Permanent or semi-permanent advertising vehicles/campaigns, such as yellow pages ads, are prohibited in Open Territory. If you have any questions, please contact the bioPURE Chief Legal Officer before you proceed. If the bioPURE Business cannot control the circulation of the advertising, each bioPURE Business must obtain bioPURE's prior written approval. bioPURE may require each bioPURE Business to contact other bioPURE Businesses whose Operating Territories are included in the advertising area in order to extend them the opportunity to participate in the advertisement on a cooperative or cost-sharing basis, as a condition to granting approval. Any such cooperative advertising may list all licensed franchise names ("bioPURE of _____") of the franchisees participating in the ad, along with their telephone numbers on file with the bioPURE legal department or may use bioPURE and 844-800-PURE. If the other Operators decline to participate, permission will generally be granted and the requesting bioPURE Business may advertise their own franchise names but may only use 844-800-PURE as their contact number.

3.5 Participation in promotional events, except for those governed by sections 3.14 [trade shows] and 3.15 [tournament sponsorships] of this Territorial Policy, will generally be treated the same as advertising where the bioPURE Business cannot control the circulation of the advertising. Each bioPURE Business must obtain Franchisor's prior written approval and Franchisor may require the bioPURE Business to contact other bioPURE Businesses whose Operating Territories are impacted in order to extend them the opportunity to participate in the event on a cooperative or cost-sharing basis.

3.6 Internet Presence and Advertising

a. **GENERAL RULES.** bioPURE Businesses are permitted to make use in any internet or electronic advertising or listing, whether in the text of any advertising, in any listing, or in any metadata or code, search terms, or AdWords of any geographic terms that are located within the bioPURE Business's Territory, including any zip codes, cities, towns, landmarks, or public or private locations of any sort. Additionally, all internet or electronic advertising must be directed to customers located within the bioPURE Business's Territory, if possible, and not be targeted or directed at persons located outside of the bioPURE Business's Territory. These general rules apply to all forms of online and digital advertising and marketing, including: paid digital advertising, online directory listings, social media, and e-mail solicitations. bioPURE Businesses are required to:

(i) Notify in writing any publishers of any online directories or other companies or persons offering internet advertising or marketing, or search engine optimization of these restrictions;

(ii) Provide such publishers or other companies notice of the specific geographic locations or descriptions the bioPURE Business wishes to use, which are located within each bioPURE Business's Territory, as search terms, and confirm that no other geographic locations or descriptions will be used. If the internet publisher or other company is unable to comply with these restrictions, the Operator may not place the advertisement, or use the search terms or AdWords.

(iii) Secure approval from bioPURE's legal department for all advertising content in advance of publicly posting it by emailing a proof of the advertisement to: legal@bioPUREservice.com.

(iv) Follow all policies and requirements of bioPURE from time to time, if the bioPURE Business wishes to engage in electronic and internet advertising and marketing, including, without limitation, search engine marketing, social media marketing and online directory marketing. These policies and requirements may include, without limitation, using only approved marketing and advertising firms and paying their associated fees.

b. **ONLINE DIRECTORIES.** bioPURE Businesses are permitted to participate on legitimate internet online directory websites ("online directories") including, but not limited to: Yelp, Angie's List, and YP. Online directories also include profiles on search engines or websites including, but not limited to, Google My Business, Yahoo, and Bing Local, where the bioPURE Business may create a local business map listing that includes basic business information and defines each bioPURE Business's Territory, description of services, hours and services. Local online directories, such as Chambers of Commerce sites, will be treated the same as the aforementioned online directories. Each bioPURE Business is responsible for complying with these rules.

c. **SOCIAL MEDIA.** bioPURE Businesses are permitted to maintain a presence on internet-based social media websites including, but not limited to, Facebook, LinkedIn, and Twitter. Each bioPURE Business agrees to never disclose confidential information about bioPURE's Confidential Information on social media websites. Each bioPURE Business further agrees that:

i. It is responsible for any posts, tweets, comments and updates posted by all employees or designated staff persons on the bioPURE Business's social media websites.
ii. It will not post any confidential or proprietary information about the bioPURE Business or customers on social media websites.
iii. It will not post any photographs of customers' homes or businesses without first securing the express written consent and a signed release from each customer that allows the bioPURE Business to do so.
iv. It will not post abusive, profane, graphic or unprofessional social media content.
v. It is responsible for complying with all general rules of this Section in connection with any social media presence on the internet; including any paid social media advertising.
vi. It will not post or otherwise publish pricing terms or special pricing promotions without prior written consent from the franchisor.

d. **PAID DIGITAL ADVERTISING.** bioPURE Businesses are permitted to engage in paid internet advertising campaigns including, but not limited to, Google AdWords and Bing Local, provided the geographic terms and descriptors contained in the advertising, any metadata or code, search terms or AdWords are located within the bioPURE Business's Territory. This includes any zip codes, cities, towns, landmarks or public or private locations of any sorts. Each bioPURE Business is responsible for compliance with the general rules of this Section in connection with any paid internet advertising.

e. **bioPURE BUSINESS WEBSITES.** Any website for a bioPURE Business shall be maintained and hosted by bioPURE ("Corporate Website"). All proposed content on the Corporate Website is subject to review and approval by bioPURE.

f. **THIRD-PARTY WEBSITES.** bioPURE Businesses are not permitted to maintain any website created, maintained, or hosted by any third party outside of their Corporate Website. Such prohibited third-party websites include any internet landing pages that redirect to your Corporate Website and any third-party blog sites with a top-level domain name that includes any reference to bioPURE. bioPURE Businesses may maintain a maximum of one third-party blog with a sub-domain on a recognized blogging website such as blogspot.com or wordpress.com. bioPURE Businesses are responsible for informing their web services providers of bioPURE's Territorial Policies in advance. Each bioPURE Business is responsible for complying with the general rules in this Section in connection with any third-party blogs.

g. **EMAIL SOLICITATIONS.** Email solicitations may only be conducted in compliance with all applicable Federal, State, and Local laws and only where the bioPURE Business can verify that the e-mails are being sent to e-mail addresses of customers in each bioPURE Business's Territory or an Open Territory.

3.7 Each bioPURE Businesses must have a post office box or other physical mailing address located in its Territory. To the extent a bioPURE Business chooses to have an office space other than the owner's residence, this office must be physically located within the bioPURE Business's Territory.

3.8 Third-Party Referral Companies and Government Agencies. If a bioPURE Business enters into an agreement with a third-party referral company or a governmental agency, it may designate any geographic area within which it can reasonably provide services without restriction and without

payment of territorial fees to any other bioPURE Businesses. If any of these third-party entities request that the bioPURE Business submit a list of serviceable zip codes, the bioPURE Business may accurately list all zip codes that the bioPURE Business is able to directly service with each bioPURE Business's own direct franchise business. No commissions are payable to other bioPURE Businesses when performing work for these types of entities. In no event may any bioPURE Business refer such work to others; i.e., the bioPURE Business may not act as a third-party administrator or referral source for such work and refer such work for a fee.

3.9 Service Contracts for Work Outside of a bioPURE Business's Territory – If requested by a customer, a bioPURE Business may enter into an agreement with that customer to provide services in the bioPURE Business's own Territory, an Open Territory, or in the Territory of another bioPURE Business. The bioPURE Business may not violate the advertising and solicitation provisions of this policy or their Franchise Agreements in obtaining these agreements. In no event may any bioPURE Business refer such work to others; i.e., the bioPURE Business may not act as a third-party administrator or referral source for such work and refer such work for a fee.

3.10 bioPURE Businesses may not place their own toll-free numbers on any vans or other vehicles. Only local numbers and 844-800-PURE may be so displayed.

3.11 When using a corporation, partnership or LLC for the purpose of owning a bioPURE Franchise, certain criteria must be met:

> The word bioPURE and related marks are registered trademarks licensed to bioPURE and may NOT be used in the name of the bioPURE Business's corporation, partnership or LLC. An entity name may not contain words referencing a geographic area that is larger than the Territory granted by the bioPURE Business's Franchise Agreement. bioPURE attempts to differentiate each bioPURE Franchise by relating the Franchise name to the geographic area in which it is located. Example: "bioPURE of Johnson City" would represent a Franchise whose geographical territory is the Johnson City limits. It would not be appropriate for a franchisee to name this business "Tennessee Germ Services, LLC," because the state of Tennessee is geographically larger than the city of Johnson City. References to geographic areas and entity names that do not specifically identify the Territory as provided in the License Agreement are not permitted. Examples of types of names to avoid: Greater Columbus Germ Services LLC; Midwest Germ Services, Inc.; Tennessee Germ Control, LLC; West Coast Germ Services, etc.

3.12 A bioPURE Business may not share office space or employees with another bioPURE Business.

3.13 Trade Shows. bioPURE Businesses may attend trade shows in any territory, subject to the provisions of this Section 3.13. The term "trade show" refers to (a) gatherings of industry or professional groups, such as real estate professionals, builders and construction industry groups, building owners and managers, organizations of tradesmen, risk management and insurance associations, or associations of restaurant and hotel owners, organized for the purpose of presenting goods and services of interest to those groups, and (b) expositions and exhibits organized around a central theme and open to the general public, such as home and garden shows. The term "trade show" does not include attendance at meetings or events sponsored by chambers of commerce, networking groups or civic associations located outside of an each bioPURE Business's territory. If the Trade Show is being held outside the bioPURE Business's Territory, notice must be provided to the effected each bioPURE Business of the intended participation in the Trade Show. If more than one bioPURE Business wishes to sponsor a booth at the trade show, bioPURE encourages all bioPURE Businesses to sponsor a single booth and to share the costs of the booth on a pro rata basis. If each bioPURE Business does not wish to jointly sponsor a booth, the bioPURE Business

in whose territory the trade show is being held may sponsor a booth and may display that each bioPURE Business's telephone number on the booth and on marketing materials. Any other bioPURE Business may sponsor a booth, either jointly or individually, but they may only display on their booths and distribute approved materials bearing the telephone number "844-800-PURE" instead of their own business telephone numbers. All bioPURE Businesses may distribute business cards bearing their own franchise names and business numbers. If the bioPURE Business in whose Territory the trade show is held chooses not to participate in the trade show, other bioPURE Businesses may do so and display their individual telephone numbers on a booth.

3.14 Tournament Sponsorship. bioPURE Businesses may attend and sponsor tournaments in any territory, such as golf tournaments, fishing tournaments, and bowling tournaments, at which it is customary for persons or organizations to pay for advertising in the form of sponsorships, subject to the provisions of this Section 3.14. The term "tournament" does not include sponsorship of teams, at any level of competition, that are located outside of the bioPURE Business's Territory or advertising or sponsorship at other sporting events held outside of the bioPURE Business's territory, such as professional football games or collegiate basketball playoffs, except to the extent otherwise permitted by this Territorial Policy. If the tournament is being held outside the bioPURE Business's Territory, notice must be provided to the affected bioPURE Business of the intended participation in the tournament. If more than one bioPURE Business wishes to have a sponsorship at the event, bioPURE encourages all bioPURE Businesses to cooperate in any sponsorship and to share the costs of the sponsorships on a pro rata basis. If each bioPURE Business does not wish to have a joint sponsorship, the bioPURE Business in whose territory the tournament is being held may have its own sponsorship, may display that bioPURE Business's telephone number, and may make use of that bioPURE Business's telephone number in approved marketing materials. Any other bioPURE Businesses may have a sponsorship, either jointly or individually, but they may only display on their booths and distribute approved materials bearing the telephone number "844-800-PURE" instead of their own business telephone numbers, and they all must display their "bioPURE of _____" trade names on any banners, signs or other marketing materials in connection with the sponsorship. If the bioPURE Business in whose Territory the tournament is being held chooses not to participate in the tournament, other bioPURE Businesses may do so and display their business telephone number on a booth and other tournament-specific marketing materials, in addition to their "bioPURE of _____" trade name. All bioPURE Businesses may distribute business cards bearing their own franchise names and business numbers.

3.15 Industry Association Meetings. bioPURE Businesses may attend association meetings in their own territories or in the territories of any other bioPURE Business, and all bioPURE Businesses may distribute business cards bearing contact information specific to their franchises at those meetings, but they may only solicit those attendees at those meetings for work that is to be performed in their own territories. Only the bioPURE Business in whose territory the industry association meeting occurs may distribute approved marketing materials. The term "industry association meeting" includes gatherings of industry or professional groups, such as real estate professionals, builders and construction industry groups, building owners and managers, organizations of tradesmen, risk management and insurance associations, or associations of restaurant and hotel owners, but the term does not include chambers of commerce, networking groups or civic associations located outside of an each bioPURE Business's Territory.

3.16 bioPURE Businesses may attend, sponsor, host, or teach Continuing Education classes ("C.E. classes") in any territory. The term "Continuing Education" means gatherings of industry or professional groups such as insurance adjusters, real estate agents, or agents or other business professionals that, as part of the licensing or association requirements, must attend approved yearly or semi-yearly education classes.

3.17 bioPURE Businesses may be members and/or attend meetings of networking groups held outside of their territory and may solicit attendees for work to be performed inside their Territory. In no event may any bioPURE Business be members or attend meetings of networking groups located more than 30 miles from the outer boundaries of their Territory. The term "networking groups" includes organizations to increase business opportunities through building relationships with business professionals, but the term does not include chambers of commerce industry association groups as defined in Section 3.16, or civic associations located outside of a bioPURE Business's Territory.

3.18 each bioPURE Business agrees not to employ or seek to employ, either directly or indirectly, any person who is at that time (or within the previous six (6) months) was employed by bioPURE or by any other bioPURE Franchisee without the prior express permission of such employer, or otherwise directly or indirectly induce any such employee to leave his or her employment. Further, each bioPURE Business agrees to include such a provision in employment agreements with all of its employees.

Section 4. Solicitation.

4.1 Solicitation of Work. A bioPURE Business may NOT solicit work in another bioPURE Business's Territory or in an Open Territory except as may be expressly provided in this Territorial Policy.

4.2 A bioPURE Business may become a member of any Chamber of Commerce, association of realtors or other, similar organization that includes persons or entities within the geographic boundaries of the bioPURE Business's Territory. Any bioPURE Business who is a member of any such organization may be listed as a member in any directory, whether print or electronic, of that organization's members but may not place any advertisements in that directory unless the requirements of this Territorial Policy are met.

Section 5. Report Requirements.

5.1 When designated by bioPURE, each bioPURE Business must send bioPURE royalty reports. Currently, this requirement is met by bioPURE viewing the bioPURE Business's ServiceM8 account, but bioPURE reserves the right to require that the bioPURE Business send an electronic royalty report. Each bioPURE Business must retain copies of any such royalty reports in the event of an audit by bioPURE or its designee. Although royalty reports do not need to contain such information, each bioPURE Business must retain sufficient information in the event of an audit of that business's royalty reports, including customer name, amount of payments during the applicable time period, address, zip code, job location (if the job location is not the customer's address, the job location is also to be clearly identified), telephone number, and email address. If the work is performed outside the bioPURE Business's Territory, that fact must be clearly identified.

Section 6. Work in Another bioPURE Business's Territory.

For all work completed outside a bioPURE Business's Territory, the bioPURE Business performing the work shall keep a record of all work performed and all payments received for that work. In particular, the bioPURE Business must record the customer's contact information in ServiceM8, and retain sufficient information about how the customer was obtained (i.e., advertisement or solicitation by mail, email, newspaper, radio, personal referral, etc.). For all work completed inside a bioPURE Business's Territory, this paperwork shall be recommended but not required. However, each bioPURE Business must still retain

sufficient information to submit royalty reports and retain the information set forth in Section 5.1 in the event of an audit.

6.1 Work for Customers with Multiple Locations. If a bioPURE Business performs work for a customer inside the bioPURE Business's Territory, and the same customer provides a personal referral for work outside the bioPURE Business's Territory, that bioPURE Business may perform the work, regardless of whether the territory of the new customer is in another bioPURE Business's Territory or whether it is an Open Territory (subject to any commissions that must be paid pursuant to Section 7). In this event, the bioPURE Business shall retain, and provide on request of bioPURE, satisfactory evidence proving that the customer was obtained in compliance with this Territorial Policy. In the event that bioPURE determines in its sole discretion that the customer was obtained in violation of the Territorial Policy, bioPURE may remedy the situation in its sole discretion, including by permitting the bioPURE Business in whose market the new customer is situated the opportunity to provide future services to that customer and/or to require the bioPURE Business violating this Territorial Policy to make remuneration to the other bioPURE Business in whose Territory the customer was improperly serviced.

6.2 Ongoing Work in Open Territories. If a bioPURE Business obtains work in an Open Territory in compliance with this Territorial Policy, the bioPURE Business may service that customer, and may continue doing so even in the event that the Open Territory is sold to another bioPURE Business, subject to any commissions that must be paid pursuant to Section 7.

6.3 Ongoing Work in Other bioPURE Business Territories. If a bioPURE Business obtains a customer in a territory assigned to another bioPURE Business without Soliciting that customer, the bioPURE Business who obtained the customer may service that customer subject to any commissions that must be paid pursuant to Section 7. In this event, the bioPURE Business who obtained the customer shall retain, and provide on request of bioPURE, satisfactory evidence proving that the customer was obtained in compliance with this Territorial Policy. In the event that bioPURE determines in its sole discretion that the customer was obtained in violation of the Territorial Policy, bioPURE may remedy the situation in its sole discretion, including by permitting the bioPURE Business in whose market the new customer is situated the opportunity to provide future services to that customer and/or by requiring the bioPURE Business violating this Territorial Policy to make remuneration to the other bioPURE Business.

6.4 Disputes Between bioPURE Businesses. If a dispute arises between two or more bioPURE Businesses regarding a potential violation of this Territorial Policy, bioPURE shall be permitted to resolve the dispute in its sole discretion in any manner it deems fair after giving each bioPURE Business a reasonable opportunity to present evidence in support of its position. As set forth in Section 8, violations of the Territorial Policy can lead to discipline, including termination of the Franchise Agreement for repeated or egregious violations.

Section 7. Commissions for Work Performed Outside a bioPURE Business's Territory.

7.1 Open Territory Work. For any work performed in an Open Territory (which is otherwise permissible under this Territorial Policy), there shall be no commission required to be paid by the bioPURE Business performing the work to any other bioPURE Business. If the Open Territory is sold to another bioPURE Business, the bioPURE Business performing the work in the territory shall continue to be able to service those customers without change, with the exception that the bioPURE Business already performing work in that territory shall be required to pay a commission to the bioPURE Business taking over the Open Territory for any work performed for such customers, as outlined in Section 7.2. Such commissions shall be owed for any work performed

on or after the date the Open Territory is acquired by another bioPURE Business. Furthermore, for any new customers obtained after that point in the territory, commissions shall be paid in accordance with Section 7.2 below. For the avoidance of doubt, the date upon which the Open Territory shall be considered to have been purchased is the date that the franchisee signs the Franchise Agreement related to the Open Territory.

7.2 Work in Another bioPURE Business's Territory. For any work performed in another bioPURE Business's Territory, the bioPURE Business performing the work shall pay a 5% commission to the bioPURE Business in whose Territory the work is performed (unless the bioPURE Businesses reach other arrangements in writing). This commission shall be 5% of the total sale price of the invoiced work, not including any sales tax. Payment shall be made no later than 14 days from the bioPURE Business's receipt of payment as part of its Franchisee Biweekly Payment (as defined in the Franchise Agreement).

7.3 Verification of the Territory Commission. If a bioPURE Business desires to verify the amount of Territory commissions that may be due from other bioPURE Businesses, upon a written request to bioPURE, the bioPURE Business from whom such information is requested shall provide bioPURE and the requesting bioPURE Business, within 7 calendar days of the request, the invoices and other information referenced in Section 6 of this Territorial Policy establishing the amount of work performed and the amount of Territory commissions due. If the result of the audit is that the bioPURE Business required to pay the commissions has understated and underpaid the amount of commissions due, then they shall rectify the underpayment within 3 calendar days and make the appropriate payment to the other bioPURE Business, plus interest at an annual rate of 12%. If the result of the audit is that the amount of commissions due has been understated by more than 10%, then the bioPURE Business performing the work shall lose the right to service that customer, and going forward, that customer shall be serviced by the bioPURE Business in whose Territory the customer is located unless the bioPURE Businesses agree to other arrangements in writing.

7.4 A bioPURE Business receiving commissions has 60 days from the receipt of each commission payment to dispute the amounts received. If the written dispute notice is not received by bioPURE within 60 days from receipt of payment, the bioPURE Business is bound by the amount received and gives up any right to dispute the amount received.

Section 8. Enforcement Measures.

8.1 bioPURE Businesses are prohibited from violating this Territorial Policy or entering into any agreements inconsistent with this Territorial Policy, and bioPURE Businesses may not structure fees in such a manner as to evade this Territorial Policy. If this Territorial Policy or the Franchise Agreement is violated, bioPURE may suspend or eliminate various rights under Territorial Policy or the Franchise Agreement, including terminating the Franchise Agreement for repeated or egregious violations. This may be done only by bioPURE in writing.

8.2 Falsification of any invoice copies, failing to record revenue or invoices through ServiceM8, or subcontracting work to another person or entity is a breach of the Franchise Agreement, will be deemed conduct which reflects materially and unfavorably upon bioPURE, and may result in notices of default of the applicable Franchise Agreements, and other corrective action deemed appropriate by bioPURE, or termination of the Franchise Agreement.

8.3 bioPURE Businesses are required to pay fees and commissions to other bioPURE Businesses when due. Each bioPURE Business is responsible for collecting any commissions due from other

bioPURE Businesses. The possibility that any bioPURE Business may be entitled to receive commissions from another bioPURE Business does not excuse any bioPURE Business from their obligations to pay commissions to other bioPURE Businesses.

8.4 If any bioPURE Business violates this Territorial Policy, such as by using unapproved Advertising, circulating advertising and/or conducting Solicitation activities in a manner that violates this Territorial Policy, the actual fact of the occurrence of damages and the actual amount of the damages which bioPURE would suffer as a result of the violation are dependent upon many circumstances and conditions which could prevail in various combinations, and, therefore, it would be impracticable and extremely difficult to fix the actual damages. Damages which bioPURE would suffer in the event of such a violation by a bioPURE Business include, without limitation, potential impairment of goodwill associated with its franchise system, the costs of administration of this Territorial Policy, and the inspection and supervision of actions resulting from, or required to remedy, violations of this Territorial Policy. Accordingly, if so elected by bioPURE, each bioPURE Business agrees that it shall pay to bioPURE, as liquidated damages and not as a penalty or forfeiture, a sum of up to $5,000 as a result of each act or omission by the bioPURE Business in violation of this Territorial Policy. Each bioPURE Business agrees that this amount is a reasonable estimate of bioPURE's actual damages and is a just and reasonable sum under the circumstances. In addition, bioPURE may take such other measures as it, in its sole discretion, believes are warranted in order to ensure compliance with this Territorial Policy.

8.5 bioPURE may, in its sole discretion and is in no way obligated to, accept a smaller amount of liquidated damages and use any other enforcement measures consistent with this Territorial Policy. In determining whether to accept a smaller amount, or use other enforcement measures, bioPURE may consider the nature of the violation, the damage done to the bioPURE franchise system and other bioPURE Businesses, and the number of previous violations. Any violation of this Territorial Policy is also a violation of the bioPURE Business's Franchise Agreement.

Section 9. <u>Modification, Interpretation, and Administration of Territorial Policy.</u>

9.1 Pursuant to the Franchise Agreement, bioPURE Businesses are licensed to operate the franchise on a non-exclusive basis in and from the Territory described and identified in the Franchise Agreement executed between the bioPURE Business and bioPURE. In its sole discretion, bioPURE may assign zip codes or other designated geographical markers, such as geocoding, or other categories, such as SIC codes, to franchisees who are qualified and otherwise eligible to receive job referrals from bioPURE. This process may be modified from time to time in bioPURE's sole discretion.

9.2 bioPURE may modify or discontinue this Territorial Policy in whole or in part at any time. Any modifications will be made in writing only by bioPURE and distributed to affected bioPURE Businesses. In particular, bioPURE may make modifications in specific cases where deemed necessary to further the goals of bioPURE and its franchisees and locations.

9.3 bioPURE may approve limited modifications to this Territorial Policy in certain situations, such as where bioPURE franchisees wish to develop certain test programs.

9.4 bioPURE will attempt to assure compliance with this Territorial Policy and will, where possible, investigate possible violations and discuss them with the bioPURE Businesses concerned. Each bioPURE Business must cooperate with bioPURE and follow the instructions of its agents and employees. In the event a bioPURE Business becomes aware of a potential violation of this Territorial Policy being committed by another bioPURE Business, such bioPURE Business is required to report the potentially improper conduct to bioPURE.

9.5 Questions on interpretation of this Territorial Policy should be directed to bioPURE's legal department. bioPURE's interpretations of this Territorial Policy are final.

APPENDIX A

This APPENDIX contains examples which illustrate specific provisions of Territorial Policy. bioPURE may update this Appendix periodically for clarification purposes without modifying Territorial Policy. Sections in this Appendix A correspond to those in the Territorial Policy.

Advertising and Promotion.

Example 1: A telephone directory serving a major metropolitan area may cover more than one Territory. There are several operating Territories in this metropolitan area and the directory includes all of the operating territories. Each bioPURE Business may advertise in the directory as it meets the test of covering approximately 50% of their Territory.

Example 2: A small publication services two franchise operating territories. The publication is not large enough to cover the majority of either franchise territories. So long as the majority of the publication's coverage area is in a franchisee territory, that franchisee is permitted to advertise in that publication. A second test can be utilized which measures the population within the franchise territory serviced by the publication. In the event approximately 50% of the population in the territory is serviced by the publication, it will be deemed acceptable. This provision allows franchises with large geographic areas to utilize publications that service a major city within their Territory which does not necessarily encompass approximately 50% of their geographic territory as compared to the population within the territory.

Solicitation of Work

Example 1: A bioPURE Business contacts a person in its network of personal contacts and obtains work, even though the work is to be performed in an Open Territory or in another bioPURE Business's Territory. This is not a violation of the Territory Policy, though a commission may need to be paid in accordance with Section 7 of this Territorial Policy.

Example 2: A bioPURE Business contacts a person in its network of personal contacts and obtains work, whether inside or outside that bioPURE Business's Territory. In turn, that customer personally refers the bioPURE Business to another customer who is outside the bioPURE Business's Territory. The bioPURE Business may perform that work as well, and it is not a violation of this Territorial Policy. However, a commission may need to be paid in accordance with Section 7 of this Territorial Policy.

Example 3: A bioPURE Business goes door-to-door in an Open Territory soliciting potential customers. This is a violation of the Territorial Policy.

Example 4: A bioPURE Business goes door-to-door in a territory already purchased by another bioPURE Business, soliciting potential customers. This is a violation of the Territorial Policy.

Example 5: A bioPURE Business cold-calls potential customers that the bioPURE Business knows or should know reside in an Open Territory. This is a violation of the Territorial Policy.

Example 6: A bioPURE Business cold-calls potential customers that the bioPURE Business knows or should know reside in another bioPURE Business's territory. This is a violation of the Territorial Policy.

Example 7: A bioPURE Business goes door-to-door in its own Territory and solicits business from potential customers. This is not a violation of the Territorial Policy. If the bioPURE Business then obtains a customer inside the Territory who refers the bioPURE Business to a customer outside that Territory, the bioPURE Business may also service that customer without violating this Territorial Policy, subject to any commissions that may need to be paid in accordance with Section 7 of this Territorial Policy.

Example 8: A bioPURE Business receives a telephone call from a customer outside the Territory. That bioPURE Business has made no effort to solicit this customer. The bioPURE Business may perform the work, and it is not a violation of this Territorial Policy. However, there may be commissions that need to be paid in accordance with Section 7 of this Territorial Policy.

Payment of Commissions

Example 1: bioPURE Business #1 contacts Tom Smith, a person within bioPURE Business #1's network of personal contacts and obtains work inside an Open Territory with Mr. Smith. After bioPURE Business #1 services Mr. Smith's home one time, bioPURE Business #2 purchases the Open Territory (and thus the territory is no longer "open"). bioPURE Business #1 must pay a commission under Section 7 of this Territorial Policy for any future work at Mr. Smith's home, even though bioPURE Business #1 had previously provided services to Mr. Smith prior to bioPURE Business #2 purchasing the Open Territory.

Example 2: bioPURE Business #1 contacts Tom Smith, a person within bioPURE Business #1's network of personal contacts and obtains work inside an Open Territory with Mr. Smith. After bioPURE Business #1 services Mr. Smith's home one time, bioPURE Business #2 purchases the Open Territory. One month later, Mr. Smith calls bioPURE Business #1 and requests that it provide services to Mr. Smith's business, which is also located inside the territory of bioPURE Business #2. bioPURE Business #1 is required to pay a commission in accordance with Section 7 of this Territorial Policy to bioPURE Business #2 for any services related to Mr. Smith's home and business.

Example 3: bioPURE Business #1 solicits business from a hotel chain with one hotel physically located in the Territory of bioPURE Business #1, and performs services at the hotel within the Territory. This is not a violation of the Territorial Policy. A second hotel in the chain 25 miles away then calls bioPURE Business #1 for service. The second hotel is located in another bioPURE Business's territory. bioPURE Business #1 may service the second hotel, subject to any commissions that need to be paid in accordance with Section 7 of this Territorial Policy.

Example 4: bioPURE Business #1 solicits business from a hotel chain with one hotel physical located in the Territory of bioPURE Business #1, and performs services at the hotel within the Territory. This is not a violation of the Territorial Policy. A second hotel in the chain 100 miles away then calls bioPURE Business #1 for service. bioPURE Business #1 may service the second hotel (regardless of whether it is located in an open territory).

Example 5: bioPURE Business #1 provides services to Tom Smith in an Open Territory. Mr. Smith is satisfied with the service and recommends the service to his friend, Joe Hardy. Mr. Smith provides Mr. Hardy's contact information to bioPURE Business #1. Mr. Hardy resides in a territory owned by bioPURE Business #2. bioPURE Business #1 may reach out to Mr. Hardy and offer to

provide services to him, but it will be required to pay a commission in accordance with Section 7 of this Territorial Policy to bioPURE Business #2 for any work actually performed for Mr. Hardy.

IN WITNESS WHEREOF, the parties have executed and delivered this Exhibit C to the Franchise Agreement (the bioPURE Territorial Policy) effective on the date stated below.

DATED: _____

BIOPURE, LLC.

By: _____

Name: Jim Wilson_____

Title: CEO_____

FRANCHISE OWNER

_____
[Name]

By:_____

Name: _____

Title: Operating Owner_____

[Signature page to Exhibit C to the bioPURE LLC Franchise Agreement]

EXHIBIT B

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll-free (866-275-2677)	Department of Financial Protection and Innovation
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Office of Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 200 West Washington Street, Room 201 Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner at the Office of the Attorney General 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street	Michigan Department of Attorney General Consumer Protection Division

State	State Agency	Agent for Service of Process
	G. Mennen Williams Bldg. 1st Floor Lansing, MI 48933 (517) 373-7117	
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651)-539-1638	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol, 5th Floor Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department
RHODE ISLAND	Rhode Island Department of Business Regulation Division of Securities 1511 Pontiac Avenue John O. Pastore Complex – Bldg. 69-1 Cranston, RI 02920 (401) 462-9500 x5	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	South Dakota Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Director of the South Dakota Division of Securities
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9th Floor 1300 East Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, 1st Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Securities Division Department of Financial Institutions P.O. Box 9033 Olympia, WA 98501 (360) 902-8760	Securities Division Department of Financial Institutions 150 Israel Rd S.W. Tumwater, WA 98501

State	State Agency	Agent for Service of Process
WISCONSIN	Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-3364	Wisconsin Commissioner of Securities

EXHIBIT C

FINANCIAL STATEMENTS

[Please see next page]

Consent of Independent Auditors

We hereby consent to the use of our report dated April 21, 2022 relating to the financial statements of BioPure, LLC as of December 31, 2021 in the Franchise Disclosure Document of BioPure, LLC dated April 21, 2022, as it may be amended.

David E. Eschleman

David Eschleman, CPA for
Nartker, Grunewald, Eschleman & Cooper, LLC
Dublin, Ohio
April 21, 2022

BioPure, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2021 and 2020

BioPure, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Management
BioPure, LLC
Dublin, Ohio

Opinion

We have audited the accompanying financial statements of BioPure, LLC (an Ohio Limited Liability Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and members equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BioPure, LLC as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of BioPure, LLC Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about BioPure, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of BioPure, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about BioPure, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplemental information shown in the Schedule of General and Administrative Expenses included in this report is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Nartker, Grunewald, Eschleman & Cooper, LLC

Dublin, Ohio
April 21, 2022

BioPure, LLC

Balance Sheets

December 31, 2021 and 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash	$ 15,942	$ 130,327
Accounts receivable, net of allowance	59,750	74,797
Inventory	516,559	676,645
Total current assets	592,251	881,769
PROPERTY AND EQUIPMENT		
Leasehold improvements		245,647
Vehicle		77,929
Office furniture		23,635
		347,211
Less accumulated depreciation		(42,119)
Net property and equipment		305,092
OTHER ASSETS		
Due from related party	$	$ 246,941
Deposits		25,000
Total other assets		271,941
Total assets	$ 592,251	$ 1,458,802

See accompanying notes and independent auditor's report.

BioPure, LLC

Balance Sheets

December 31, 2021 and 2020

LIABILITIES AND MEMBERS' EQUITY

	2021	2020
CURRENT LIABILITIES		
Accounts payable	$ 2,451	$ 61,799
Payroll taxes withheld and payable		2,340
Sales tax payable		5,679
Vehicle loan, current		15,336
Deferred revenue, current	116,565	110,815
Total current liabilities	119,016	195,969
LONG-TERM LIABILITIES		
Deferred revenue, less current	891,304	945,369
Vehicle loan, less current		31,871
Due to related party		835,827
Total long-term liabilities	891,304	1,813,067
Total liabilities	$ 1,010,320	$ 2,009,036
Members' Equity	$ (418,069)	$ (550,234)
Total liabilities and members' equity	$ 592,251	$ 1,458,802

See accompanying notes and independent auditor's report.

BioPure, LLC

Statements of Operations and Members' Equity

Year Ended December 31, 2021 and 2020

	2021	2020
REVENUES		
Franchise fees - see Note 1 for recognition policy	$ 277,815	$ 276,966
Royalty fees	553,875	393,794
Marketing fees	95,215	57,432
Software and technology fees	136,579	60,500
Product sales	221,760	1,087,750
Total revenues	1,285,244	1,876,442
Cost of Revenue	278,801	1,160,073
GROSS PROFIT	1,006,443	716,369
General and administrative expenses	(1,249,259)	(1,366,603)
OPERATING INCOME (LOSS)	(242,816)	(650,234)
Other income - Note 8	374,981	0
NET INCOME (LOSS)	132,165	(650,234)
MEMBERS' EQUITY, beginning of year	(550,234)	100,000
MEMBERS' EQUITY, end of year	$ (418,069)	$ (550,234)

See accompanying notes and independent auditor's report.

BioPure, LLC

Statements of Cash Flows

December 31, 2021 and 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income/(loss)	$ 132,165	$ (650,234)
Adjustments to reconcile net income to net cash provided by operating activities:		
Non-cash sale transactions	(367,689)	0
Depreciation	36,689	26,533
Effects of change in operating assets and liabilities:		
Intangible assets		7,970
Deposits	25,000	(25,000)
Deferred revenue - franchise fees	(48,315)	1,041,184
Accounts receivable, trade	15,047	(74,797)
Accounts payable, trade	(59,349)	61,799
Inventory	160,086	(676,645)
Payroll and sales tax payable	(8,019)	8,019
Net cash provided by (used in) operating activities	(114,385)	(281,171)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment, net		(331,625)
Net cash provided by (used in) investing activities		(331,625)
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances from RSS		835,827
Advances to BioPure Services, LLC		(219,538)
Vehicle loan, net of repayments		47,207
Net cash provided by (used in) financing activities		663,496
INCREASE (DECREASE) IN CASH	$ (114,385)	$ 50,700
CASH - beginning of year	130,327	79,627
CASH - end of year	$ 15,942	$ 130,327

See accompanying notes and independent auditor's report.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

BioPure, LLC (the Company) was formed as an Ohio Limited Liability Company on September 20, 2019 for the purpose of selling franchise rights to operate businesses that provide service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or disinfection services related to germs, viruses, bacteria, mold remediation, mildew, indoor air quality, duct cleaning, restoration, mosquito spraying, and deodorization and odor removal (collectively referred to as a "Microbial Disinfection Business") using the trade name "BioPure". During 2021 and 2020, the Company was headquartered in Johnson City, Tennessee.

During 2021 and 2020, Retail Service Systems, Inc. (RSS) was a majority owner of BioPure, LLC. RSS has ownership in various entities that conduct business activities in the same or related industries as BioPure, LLC (See Note 8).

The Company uses the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP).

Summary of Significant Accounting Policies

Cash

Cash includes funds held at financial institutions. At times such deposits may be in excess of the insurance limits provided by the Federal Deposit Insurance Corporations.

Accounts Receivable

Accounts receivable represent amounts due based on the terms of executed franchise agreements for franchise sales, royalty, marketing and technology fees, and the provision/shipment of materials to the franchisees. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer's ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Payments subsequently received on accounts previously charged off are credited to the allowance for doubtful accounts. As of December 31, 2021 and 2020 the allowance for doubtful accounts is $6,688 and $2,325, respectively.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the financial statements and related disclosures. Actual results could differ from those estimates.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONTINUED)

Income Taxes
BioPure, LLC is a limited liability company. Accordingly, under the Internal Revenue Code, all taxable income or loss flows through to its members in accordance with applicable income tax rules and regulations. Consequently, no federal, state or local income taxes are reflected in these financial statements.

Advertising
Advertising costs are charged to operating costs as incurred.

Revenue Recognition
The Company prepares it's financial statements in accordance with the provisions of ASU 606, *"Revenue from Contracts with Customers"* and derives its revenues from the following sources:

1) Initial franchise fees – A non-refundable initial franchise fee is due upon the execution of the franchise agreement. In accordance with ASU 606, a portion of the initial franchise fee has been recognized as revenue in the year received to the extent distinct pre-opening performance obligations have been identified. The remainder of the initial franchise fee is recognized as revenue as the Company satisfies the franchise right performance obligation over the franchise term, which is generally 10 years.

   The Company is applying an accounting policy election under ASU 606, which allows the Company to account for pre-opening services as a single performance obligation.

2) Recurring franchise fees for royalties, marketing, technology, revenue from franchise royalties, marketing fees and technology fees are recognized as revenue immediately as the performance obligation is satisfied. Royalties are calculated based on a percentage of sales and are recognized in the period they are earned.

Concentrations of Credit Risk
Certain financial instruments subject the Company to concentrations of credit risk. These financial instruments consist primarily of cash and accounts receivable. At times the Company's cash balances may exceed federally insured limits. The Company has not experienced any losses in such bank accounts and believes that it is not exposed to significant credit risk.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONTINUED)

Property and Equipment
Property and equipment is stated at cost and depreciated using the straight-line method over the estimated useful lives of the related assets, which range up to 40 years. Expenditures for maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed as incurred. Renewals and betterments that materially extend the life of the assets are capitalized.

Inventory
Inventory is stated at the lower of cost or net realizable value.

NOTE 2 – RELATED PARTY TRANSACTIONS

During 2021 and 2020, the Company entered into a management services agreement with RSS to provide certain financial, operating, legal, administrative and other business support services. Management fees are based on the cost of actual services provided. RSS also served as the common paymaster for employees of BioPure LLC, handling all duties associated with the payroll and employee benefits function. As a result of the membership interest and asset purchase agreement a new management services agreement has been entered into with BioPure Holdings LLC for 2022 (See Note 8).

During 2020, the Company purchased $14,700 of marketing services from an entity related to BioPure, LLC through common ownership.

During 2020 RSS, advanced the Company $835,827 to fund operations and to construct office building leasehold improvements. These advances are non-interest bearing and contain no specific repayment terms.

The Company leases it’s corporate office space from a related entity (Note 6).

NOTE 3 – DUE FROM RELATED COMPANY

At December 31, 2021 and 2020, BioPure Services, LLC (a related affiliate) owes the Company $0 and $246,941, respectively, for amounts advanced. These advances are non-interest bearing and contain no specific repayment terms.

NOTE 4 – EMPLOYEE BENEFIT PLAN

Retail Service Systems sponsors a defined contribution 401(k) plan covering employees who meet the plan's eligibility requirements. BioPure, LLC employees are eligible to participate in this plan. The Plan provides for voluntary employee pre-tax contributions subject to certain annual limitations and the Company contributes to the plan based upon plan criteria. Company contributions for 2021 and 2020 amounted to $4,583 and $4,927, respectively.

NOTE 5 – FAIR VALUE MEASUREMENTS

Based on accounting guidance, the Company has reviewed its assets and liabilities as of December 31, 2021 for appropriate fair value measurement and classification.

Due to the relatively short term nature of its financial assets and liabilities, the Company considers the carrying values at December 31, 2021 to approximate fair value.

NOTE 6 – OPERATING LEASES

During 2021 and 2020, the Company leased it's corporate office space from an entity related through common ownership. The lease agreement dated June 1, 2020 calls for base rent of $4,000 to be paid monthly for one year. The lease renews automatically on a year-to-year basis thereafter unless terminated by either party. The landlord is responsible for all operating expenses except for janitorial services and utilities.

Rent expense under this lease agreement for December 31, 2021 and 2020 was $46,000 and $24,000, respectively.

As a result of the membership interest and asset purchase agreement BioPure, LLC no longer rents corporate office under this agreement effective January 1, 2022.

NOTE 7 – VEHICLE LOAN

At December 31, 2020 the Company had an installment loan on a vehicle which bears no interest and is secured by the vehicle. The vehicle and related loan were transferred as part of the membership interest sale.

NOTE 8 – MEMBERSHIP INTEREST AND ASSET PURCHASE AGREEMENT

On December 31, 2021, BioPure Holdings LLC acquired the entire outstanding membership interest of BioPure, LLC including the methods and intellectual property associated with the franchise model offered from Retail Service Systems, Inc.

In addition to the above, the membership interest and asset purchase agreement ("Agreement") contains provisions whereby various Company assets and liabilities were transferred or exchanged as part of this transactions. The net effect of these transactions is included in the Statement of Operations and Member's Equity as "Other Income". As of December 31, 2021 RSS is no longer an owner or affiliate of BioPure, LLC.

NOTE 9 – SUBSEQUENT EVENTS REVIEW

Management has evaluated events through April 21, 2022, which was the date that the financial statements were available to be issued, to determine whether any subsequent events necessitated adjustments to or disclosure in the financial statements. No such subsequent events were identified.

BIOPURE, LLC

SUPPLEMENTARY INFORMATION

BioPure, LLC

Schedule of General and Administrative Expenses

December 31, 2021 and 2020

	2021	2020
Management fee - related party	$ 77,000	$ 175,827
Advertising and marketing	41,118	160,954
Professional services and fees	94,949	175,320
Salaries	518,764	367,895
Payroll taxes	51,237	38,560
401(k) expense	7,927	4,583
Depreciation	36,689	26,533
Rent	46,000	34,214
Vehicle	4,198	9,992
Office expense	5,767	24,230
Phone and utilities	11,672	13,599
Apparel	118	2,349
Insurance	37,761	14,625
Insurance - employee health	28,137	
Training		47,638
Charitable donations	520	1,500
Repairs and maintenance	2,049	2,265
Miscellaneous	40,186	8,410
Taxes and licenses	66,930	59,355
Bad debts	4,362	2,326
Bank and merchant fees	14,092	13,814
Software subscriptions	129,187	57,216
Recruiting and referral expense	11,718	32,314
Travel and meals	13,301	21,441
Contract labor		44,995
Reimburse expenses	5,577	3,226
Product testing		15,450
Start up expenses		7,970
Total general and administrative expenses	$ 1,249,259	$ 1,366,601

See accompanying notes and independent auditor's report.

BioPure, LLC

Financial Statements and
Independent Auditor's Report

December 31, 2020 and 2019

BioPure, LLC

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INDEPENDENT AUDITOR'S REPORT

To the Members
BioPure, LLC
Dublin, Ohio

We have audited the accompanying financial statements of BioPure, LLC (an Ohio Limited Liability Company), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of BioPure, LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Narthen, Grunewald, Eschleman & Cooper, LLC

Dublin, Ohio
April 14, 2021

BioPure, LLC

Balance Sheets

December 31, 2020 and 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash	$ 130,327	$ 79,627
Accounts receivable, net of allowance	74,797	0
Inventory	676,645	0
Total current assets	881,769	79,627
PROPERTY AND EQUIPMENT		
Leasehold improvements	245,647	0
Vehicle	77,929	0
Office furniture	23,635	0
	347,211	0
Less accumulated depreciation	(42,119)	0
Net property and equipment	305,092	0
OTHER ASSETS		
Due from related party	$ 246,941	$ 27,403
Intangibles, net	0	7,970
Deposits	25,000	0
Total other assets	271,941	35,373
Total assets	$ 1,458,802	$ 115,000

See accompanying notes and independent auditor's report.

BioPure, LLC

Balance Sheets

December 31, 2020 and 2019

LIABILITIES AND MEMBERS' EQUITY

	2020	2019
CURRENT LIABILITIES		
Accounts payable	$ 61,799	$ 0
Payroll taxes withheld and payable	2,340	0
Sales tax payable	5,679	0
Vehicle loan, current	15,336	0
Deferred revenue, current	110,815	0
Total current liabilities	195,969	0
LONG-TERM LIABILITIES		
Deferred revenue, less current	945,369	15,000
Vehicle loan, less current	31,871	0
Due to related party	835,827	0
Total long-term liabilities	1,813,067	15,000
Total liabilities	$ 2,009,036	$ 15,000
Members' Equity	$ (550,234)	$ 100,000
Total liabilities and members' equity	$ 1,458,802	$ 115,000

See accompanying notes and independent auditor's report.

BioPure, LLC

Statements of Operations and Members' Equity

Year Ended December 31, 2020 and 2019

	2020	2019
REVENUES		
Franchise fees - see Note 1 for recognition policy	$ 276,966	$ 0
Royalty fees	393,794	0
Marketing fees	57,432	0
Software and technology fees	60,500	0
Product sales	1,087,750	0
Total revenues	1,876,442	0
Cost of Revenue	1,160,073	0
GROSS PROFIT	716,369	0
General and administrative expenses	(1,366,603)	0
NET (LOSS)	(650,234)	0
MEMBERS' EQUITY, beginning of year	100,000	0
MEMBERS' EQUITY, end of year	$ (550,234)	$ 0

See accompanying notes and independent auditor's report.

BioPure, LLC

Statements of Cash Flows

December 31, 2020 and 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income/(loss)	$ (650,234)	$ 0
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	26,533	0
Effects of change in operating assets and liabilities:		
Intangible assets	7,970	(7,970)
Deposits	(25,000)	0
Deferred revenue - franchise fees	1,041,184	15,000
Accounts receivable, trade	(74,797)	0
Accounts payable, trade	61,799	0
Inventory	(676,645)	0
Payroll and sales tax payable	8,019	0
Net cash provided by (used in) operating activities	(281,171)	7,030
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment, net	(331,625)	0
Net cash provided by (used in) investing activities	(331,625)	0
CASH FLOWS FROM FINANCING ACTIVITIES		
Advances from RSS	835,827	100,000
Advances to BioPure Services, LLC	(219,538)	(27,403)
Vehicle loan, net of repayments	47,207	0
Net cash provided by (used in) financing activities	663,496	72,597
INCREASE (DECREASE) IN CASH	$ 50,700	$ 79,627
CASH - beginning of year	79,627	0
CASH - end of year	$ 130,327	$ 79,627

See accompanying notes and independent auditor's report.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

BioPure, LLC (the Company) was formed as an Ohio Limited Liability Company on September 20, 2019 for the purpose of selling franchise rights to operate businesses that provide service and sales of residential and commercial electrostatic cleaning services and products, which can also include cleaning and/or disinfection services related to germs, viruses, bacteria, and deodorization and odor removal (collectively referred to as an "Microbial Disinfection Business") using the trade name "bioPure". The Company is headquartered in Johnson City, Tennessee.

BioPure, LLC is a wholly owned subsidiary of Retail Service Systems, Inc. (RSS). RSS has ownership in various entities that conduct business activities in the same or related industries as BioPure, LLC.

The Company uses the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP).

Summary of Significant Accounting Policies

Cash

Cash includes funds held at financial institutions. At times such deposits may be in excess of the insurance limits provided by the Federal Deposit Insurance Corporations.

Accounts Receivable

Accounts receivable represent amounts due based on the terms of executed franchise agreements for franchise sales, royalty, marketing and technology fees, and the provision/shipment of materials to the franchisees. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer's ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Payments subsequently received on accounts previously charged off are credited to the allowance for doubtful accounts. As of December 31, 2020 the allowance for doubtful accounts is $2,325.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts in the financial statements and related disclosures. Actual results could differ from those estimates.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONTINUED)

Income Taxes
BioPure, LLC is a wholly owned single member Limited Liability Company under the provisions of the Internal Revenue Code. For income tax purposes, the activities of BioPure, LLC are reported on the tax return of the parent Company, Retail Service Systems. Consequently, no federal, state or local income taxes are reflected on these financial statements.

Advertising
Advertising costs are charged to operating costs as incurred.

Revenue Recognition
The Company derives its revenues from the following sources:

1) Initial franchise fees – A non-refundable initial franchise fee is due upon the execution of the franchise agreement. In accordance with ASU 606, a portion of the initial franchise fee has been recognized as revenue in the year received to the extent distinct pre-opening performance obligations have been identified. The remainder of the initial franchise fee is recognized as revenue as the Company satisfies the franchise right performance obligation over the franchise term, which is generally 10 years.

   The Company is applying an accounting policy election under ASU 606, which allows the Company to account for pre-opening services as a single performance obligation.

2) Recurring franchise fees for royalties, marketing, technology, revenue from franchise royalties, marketing fees and technology fees are recognized as revenue immediately as the performance obligation is satisfied. Royalties are calculated based on a percentage of sales and are recognized in the period they are earned.

Concentrations of Credit Risk
Certain financial instruments subject the Company to concentrations of credit risk. These financial instruments consist primarily of cash and accounts receivable. At times the Company's cash balances may exceed federally insured limits. The Company has not experienced any losses in such bank accounts and believes that it is not exposed to significant credit risk.

NOTE 1 – NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (CONTINUED)

New Revenue Recognition Standard

In May 2014, the Financial Accounting Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09 "Revenue from Contracts with Customers (Topic ASC 606). The ASU and all subsequently issued clarifying ASU's replaced or superseded all previously existing revenue recognition guidance under U.S. GAAP. The core principle of ASC 606 is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. ASC 606 defines a five-step process to achieve this principle and, in doing so, at times more judgment and estimates are required within the revenue recognition process than was required under the previous FASB revenue recognition rules, including identifying performance obligations in the contract, estimating the amount of variable consideration to include in the transaction price and allocating the transaction price to each separate performance obligation. A performance obligation is a promise in a contract to transfer a distinct product or service to a customer. A performance obligation is considered distinct when both (i) a customer can benefit from the product or service either on its own or together with other resources that are readily available to the customer and (ii) the promised product or service is separately identifiable from other promises in the contract. Additionally, ASC 606 provides guidance related to costs of obtaining a contract with a customer that an entity expects to recover and requires expanded disclosures related to the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

The Company prepares it's financial statements in accordance with the provisions of ASU 606.

Intangible Assets

In 2019, the Company paid certain expenses related to organizing and starting the business. These costs were capitalized in 2019 and have been expensed in 2020 when the Company began it's franchising activities.

Property and Equipment

Property and equipment is stated at cost and depreciated using the straight-line method over the estimated useful lives of the related assets, which range up to 40 years. Expenditures for maintenance and repairs, which do not improve or extend the life of the respective assets, are expensed as incurred. Renewals and betterments that materially extend the life of the assets are capitalized.

Inventory

Inventory is stated at the lower of cost or net realizable value.

NOTE 2 – RELATED PARTY TRANSACTIONS

As of December 23, 2019, the Company entered into a management services agreement with RSS to provide certain financial, operating, legal, administrative and other business support services. Management fees are based on the cost of actual services provided. The initial term of the agreement is for one year and renews automatically thereafter. RSS also serves as the common paymaster for employees of BioPure LLC, handling all duties associated with the payroll and employee benefits function.

During 2020, the Company purchased $14,700 of marketing services from an entity related to BioPure, LLC through common ownership.

During 2020 RSS, advanced the Company $835,827 to fund operations and to construct office building leasehold improvements. These advances are non-interest bearing and contain no specific repayment terms.

The Company leases it's corporate office space from a related entity (Note 6).

NOTE 3 – DUE FROM RELATED COMPANY

At December 31, 2020 and 2019, BioPure Services, LLC (a related affiliate) owes the Company $246,941 and $27,403, respectively, for amounts advanced. These advances are non-interest bearing and contain no specific repayment terms.

NOTE 4 – EMPLOYEE BENEFIT PLAN

Retail Service Systems sponsors a defined contribution 401(k) plan covering employees who meet the plan's eligibility requirements. BioPure, LLC employees are eligible to participate in this plan. The Plan provides for voluntary employee pre-tax contributions subject to certain annual limitations and the Company contributes to the plan based upon plan criteria. Company contributions for 2020 amounted to $4,583.

NOTE 5 – FAIR VALUE MEASUREMENTS

Based on accounting guidance, the Company has reviewed its assets and liabilities as of December 31, 2020 for appropriate fair value measurement and classification.

Due to the relatively short term nature of its financial assets and liabilities, the Company considers the carrying values at December 31, 2020 to approximate fair value.

NOTE 6 – OPERATING LEASES

The Company leases it's corporate office space from an entity related through common ownership. The lease agreement dated June 1, 2020 calls for base rent of $4,000 to be paid monthly for one year. The lease renews automatically on a year-to-year basis thereafter unless terminated by either party. The landlord is responsible for all operating expenses except for janitorial services and utilities.

Rent expense under this lease agreement for December 31, 2020 totaled $28,000.

Future minimum lease payments are as follows:

Years	Amount
2021	$ 20,000

NOTE 7 – VEHICLE LOAN

The Company has an installment loan on a vehicle which bears no interest and is secured by the vehicle.

Maturities of vehicle loan for the years ending after December 31, 2020 are as follows:

Years	Amount
2021	$ 15,336
2022	15,336
2023	15,336
2024	1,199
	$ 47,207

NOTE 8 – SUBSEQUENT EVENTS REVIEW

Management has evaluated events through April 14, 2021, which was the date that the financial statements were available to be issued, to determine whether any subsequent events necessitated adjustments to or disclosure in the financial statements. No such subsequent events were identified.

BIOPURE, LLC

SUPPLEMENTARY INFORMATION

BioPure, LLC

Schedule of General and Administrative Expenses

December 31, 2020 and 2019

	2020	2019
Management fee - related party	$ 175,827	$ 0
Advertising and marketing	160,954	0
Professional services and fees	175,320	0
Salaries	367,895	0
Payroll taxes	38,560	0
401(k) expense	4,583	0
Depreciation	26,533	0
Rent	34,214	0
Vehicle	9,992	0
Office expense	24,230	0
Phone and utilities	13,599	0
Apparel	2,349	0
Insurance	14,625	0
Training	47,638	0
Charitable donations	1,500	0
Repairs and maintenance	2,265	0
Miscellaneous	8,410	0
Taxes and licenses	59,355	0
Bad debts	2,326	0
Bank and merchant fees	13,814	0
Software subscriptions	57,216	0
Recruiting and referral expense	32,314	0
Travel and meals	21,441	0
Contract labor	44,995	0
Reimburse expenses	3,226	0
Product testing	15,450	0
Start up expenses	7,970	0
Total general and administrative expenses	$ 1,366,601	$ 0

See accompanying notes and independent auditor's report.

EXHIBIT D

LIST OF FRANCHISEES AND COMPANY-OWNED OUTLETS

Franchisee Owned Outlets

Name	Location(s)	Contact Information	Year Joined bioPURE
Andy Thompson	• Huntsville East, Alabama • Huntsville West, Alabama	(256) 527-7833 athompson@biopureservice.com	2020
Jamey Graham	Tuscaloosa, Alabama	(205) 657-1110 jgraham@biopureservice.com	2020
Ren Bressinck	• Little Rock North, Arkansas • Little Rock South, Arkansas	(501) 580-6908 rbressinck@biopureservice.com	2020
Chad Parker	Benton, Arkansas	(501) 317-5851 cparker@biopureservice.com	2021
Blaine Hebert	San Diego, California	(619) 547-9292 bhebert@biopureservice.com	2021
Danny McDaniel	Atlanta/Duluth, Georgia	(678) 485-0597 dmcdaniel@biopureservice.com	2020
Erik Goransson	Buckhead, Georgia	(423) 335-9827, Erikg@biopureservice.com	2020
John Milazzo	Marietta, Georgia	(678) 438-4132 jmilazzo@biopureservice.com	2020
Kelly Harris	Boise, Idaho	(208) 473-9041 kharris@biopureservice.com	2020
Jonathan Laurie	Baton Rouge North, Louisiana	(225) 975-7772 jlaurie@biopureservice.com	2020
Harvey Sharp III	• Baton Rouge South, Louisiana • Houma, Louisiana	(985) 637-5481 178 Trinity Ln, Gray, LA, 70359 harvey@biopureservice.com	2020
Blake Arabie	Lafayette, Louisiana	(337) 258-3174, barabie@biopureservice.com	2020
Mike Giovingo	• Kenner/Metairie, Louisiana • New Orleans, Louisiana	(504) 296-6353 mgiovingo@biopureservice.com	2020
Patrick McNamara	South Shore, Massachusetts	(617) 901-8060 pmcnamara@biopureservice.com	2020
Matt Pencarinha	Asheville, North Carolina	(423) 276-8872 mpencarinha@biopureservice.com	2020

Name	Location(s)	Contact Information	Year Joined bioPURE
Pavel Shchetinin	Charlotte, North Carolina	(980) 309-2013 pauls@biopureservice.com	2021
David Wilson	Cary, North Carolina	(919) 616-8803 118 International Drive, Suite 101 Morrisville, NC, 27560, dwilson@biopureservice.com	2020
Tim Phillips	Raleigh, North Carolina	(919) 522-9482 9650 Strickland Rd, Suite 103-421 Raleigh, NC, 27615 tphillips@biopureservice.com	2020
Mike McKee	Edmond, Oklahoma	(580) 695-3232 mmckee@biopureservice.com	2020
Terry Abernethy	Charleston, South Carolina	(843) 819-2365 terry@biopureservice.com	2020
Beth Hutton	Chattanooga, Tennessee	(423) 433-7727 bhutton@biopureservice.com	2020
Jennifer Wilson	Knoxville, Tennessee	(423) 341-2143 jenniferw@biopureservice.com	2020
Kelley Queener	Nashville, Tennessee	(615) 533-5550 445 Metroplex Dr, Nashville, TN, 37211 kqueener@biopureservice.com	2020
George Hetzel	Nashville, Tennessee	(615) 635-0555 100 Kenner Avenue Nashville, TN, 37205 ghetzel@biopureservice.com	2019
John Petersen	Arlington, Texas	(817) 312-4416 jpetersen@biopureservice.com	2020
Jackie Bebczuk	Central Houston, Texas	(713) 384-2821 jbebczuk@biopureservice.com	2020
Steve Stooksberry	Fort Worth, Texas	(817) 201-2330 sstooksberry@biopureservice.com	2020
Mike McCue	Houston East Belt, Texas	(832) 284-3804 mmccue@biopureservice.com	2020
Scott McCurdy	• Katy, Texas • Sugar Land, Texas • Downtown Houston, Texas	(713) 817-6413, smccurdy@biopureservice.com	2020
Brandon Strong	Mesquite, Texas	(214) 755-9409 bstrong@biopureservice.com	2020
Kyle Sherman	Burleson, Texas	(817) 726-2271 ksherman@biopureservice.com	2021
Michael Cousin	Plano/Frisco, Texas	(214) 244-6131, mcousin@biopureservice.com	2020
Andy Glatczak	Appleton, Wisconsin	(920) 420-7797	2020

Name	Location(s)	Contact Information	Year Joined bioPURE
		andyg@biopureservice.com	
Matt LaFave	• Green Bay East, Wisconsin • Green Bay West, Wisconsin	(920) 321-4626 mlafave@biopureservice.com	2020
Jim Wilson	• Johnson City, TN	(423) 833-8469 jwilson@biopureservice.com	2021*

* previously a Company-Owned outlet since 2020, but converted to a franchisee location in 2021

Company-Owned Outlets

- Greenville, South Carolina – Brandon Kinder, (864) 246-7873, 655H Fairview Rd, Suite 333, Simpsonville, SC 29680
- Sumter, South Carolina – TrippWaynick, (803) 607-1700, 2610 McCoy Road, Mayesville, SC 29104
- Columbus, Ohio – John Grof, (614) 965-3981, 6221 Riverside Drive, Suite 1N, Dublin, OH 43017

EXHIBIT E

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

NAME	LOCATION	PHONE	EMAIL
Scott Horkman	Woodlands, TX	920-217-3669	shorkman@authenticmasonryandstone.com
Bucky Mabe	Orlando, FL; Las Vegas, NV; Knoxville, TN; Pigeon Forge, TN	423-477-4619	buckym@faceamusement.com
Yvette Nemeth	Birmingham, AL	770-722-9361	saycleanal@gmail.com
Brad Reardon	Memphis, TN	901-233-2706	Bradreardon74@gmail.com
Dwayne Taylor	Lexington, KY	859-492-8014	Brddog73@gmail.com
Troy Ward	Lansing, MI	517-888-4726	troymckensieward@yahoo.com
Butch Upton	Charlotte, NC	704-913-3739	butch.upton@housemaster.com

EXHIBIT F

OPERATIONS MANUAL TABLE OF CONTENTS

1. Overview (1 page)
2. Introduction to Our Business (1 page)
3. Our Code of Conduct (2 pages)
4. Things to do Before Opening Your bioPURE Business (1 page)
5. Initial Equipment Order and Inventory Orders (1 page)
6. Training (2 pages)
7. System Software (1 page)
8. Advertising (1 page)
9. Insurance (1 page)
10. Territory (1 page)
11. Getting to Your First Sale (2 pages)
12. Sales Call Checklist (1 page)
13. Post-Treatment Follow-Up (1 page)
14. "Happy Check" Script (1 page)
15. Sample Press Release (1 page)
16. Sample Email Templates (1 page)
17. Sample Customer – Prospect List (3 pages)
18. Exhibits
    A. Territorial Policy (14 pages)
    B. Equipment User Guide (63 pages)

EXHIBIT G

BIOPURE LLC
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, bioPURE LLC (the "Franchisor") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a bioPURE business selling products and services in the microbial disinfection segment (a "bioPURE Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. I had my first face-to-face meeting with one of the Franchisor's representatives on _____ , 20 ____. If not applicable, write "n/a" here: _____.

2. Have you received and personally reviewed the Franchise Agreement and each related agreement attached to it?

   Yes _____ No _____

3. Do you understand all of the information contained in the Franchise Agreement and each related agreement provided to you?

   Yes _____ No _____

   If no, what parts of the Franchise Agreement and/or related agreement do you not understand? (Attach additional pages, as needed.)

   _____
   _____
   _____
   _____

4. Do you understand that the Franchise Agreement and each related agreement contain a number of provisions that may affect your legal rights, including required arbitration, designated locations or states for arbitration and any judicial proceedings, a waiver of a jury trial, a waiver of punitive or exemplary damages, limitations on when claims may be filed, and other waivers and limitations?

   Yes _____ No _____

5. Have you received and personally reviewed the Franchisor's Franchise disclosure document ("FDD") that was provided to you?

   Yes _____ No _____

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the FDD (and any State-Specific Disclosures and State-Specific Amendments to Agreements included in the FDD, if any)?

Yes _____ No _____

If No, what parts of the FDD (and/or State-Specific Disclosures and State-Specific Amendments to Agreements, if any) do you not understand? (Attach additional pages, as needed.)

_____
_____
_____
_____

8. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a bioPURE Business as a franchised business?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your franchised bioPURE Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____

10. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the actual or possible revenues, profits or operating costs of a bioPURE Business operated by the Franchisor or any of its franchisees, that is contrary to or different from any information contained in the FDD?

Yes _____ No _____

11. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) regarding the amount of money you may earn in operating a bioPURE Business as a franchised business that is contrary to or different from any

information contained in the FDD?

Yes _____ No _____

12. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the total amount of revenue the bioPURE Business will or may generate that is contrary to or different from any information contained in the FDD?

Yes _____ No _____

13. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) regarding the costs you may incur in operating the bioPURE, that is contrary to or different from any information contained in the FDD?

Yes _____ No _____

14. Has any employee or other person speaking on behalf of the Franchisor made any statement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the likelihood of success that you should or might expect to achieve from operating a bioPURE Business as a franchised business?

Yes _____ No _____

15. Has any employee or other person speaking on behalf of the Franchisor made any statement, agreement or promise to you (or, to the best of your knowledge, information and belief, to any person or entity or your behalf) concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. If you have answered "Yes" to any of questions 10-17, please provide a full explanation of each "Yes" answer in the following blank lines. (Attach additional pages, as needed, and

refer to them below.) If you have answered "No" to each of questions 10-17, then please leave the following lines blank.

_____
_____
_____
_____

19. Do you understand that the territorial rights you will be granted, should you sign a Franchise Agreement, are subject to limitations and exceptions?

Yes _____ No _____

20. Do you understand that all disputes or claims you may have arising out of or relating to the Franchise Agreement must be submitted to mediation and then arbitration in Franklin County, Ohio?

Yes _____ No _____

21. Do you understand that the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and not any consequential or punitive damages?

Yes _____ No _____

22. Do you understand that the Franchise Agreement contains the entire agreement between you and the Franchisor concerning the franchise for the bioPURE Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Yes _____ No _____

23. If you have answered "No" to any of questions 19-22, please provide a full explanation of each "No" answer in the following blank lines. (Attach additional pages, as needed, and refer to them below.) If you have answered "Yes" to each of questions 19-22, then please leave the following lines blank.

_____
_____
_____
_____

24. During my negotiations and evaluations leading up to my decision to buy a bioPURE franchise, I communicated with the following individuals from bioPURE LLC or its affiliates or brokers:

Name	Email Address and Phone
1.	
2.	
3.	
4.	

[Attach sheet with additional names and addresses if needed]

[Signature appears on the following page]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

FRANCHISEE

_____
[Name]

By:_____
Name:_____
Title: _____

OWNERS [if Franchisee has more than one owner]:

Signature:_____

Name: _____

Signature:_____

Name: _____

Signature:_____

Name: _____

Signature:_____

Name: _____

EXHIBIT H

CONFIDENTIALITY AGREEMENT

[Please see next page]

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") by and between bioPURE, LLC, an Ohio limited liability company ("bioPURE") and _____ ("Franchisee") and each of the undersigned individuals (together with the Franchisee, each a "Recipient" and collectively the "Recipients"), is effective as of the last date any party executes this Agreement.

WHEREAS, the parties plan to discuss matters relating to the possible development of a franchised bioPURE microbial disinfection business by the Recipients. Since in the course of these discussions bioPURE may disclose to Recipient(s) data and/or information which is proprietary and confidential (defined as Proprietary Information below), bioPURE requires that Recipients agree to respect the confidentiality of such information pursuant to this Agreement.

NOW, **THEREFORE**, in consideration of the right to participate in such meetings and/or discussions and to become a franchisee under bioPURE's Franchise Agreement (the "Franchise Agreement"), as a condition to the disclosure of Proprietary Information to the Recipients, each Recipient hereby agrees as follows:

1. The term "Proprietary Information" means (a) any information, material or documents relating to bioPURE, its business, assets, financial condition, operations, products, promotions, member relations, services, service provider recruitment and retention, supplier relationships, trade secrets, know-how, strategies and prospects acquired by a Recipient at any time; (b) any information, material or documents obtained by a Recipient during the course of meetings or discussions with bioPURE and/or its representatives or agents; and (c) any information, material or documents provided by bioPURE to a Recipient in connection with the Franchise Agreement and a Recipient's operation of the franchised business, including, without limitation the Operations Manaul (as defined in the Franchise Agreement) and any Confidential Information (as defined in the Franchise Agreement). Proprietary Information may be furnished to a Recipient either orally, in writing, by inspection, through computer, tape or other electronic, mechanical or visual media. For purposes of this Agreement, Proprietary Information shall not include any information which is generally available to the public other than as a result of disclosure by a Recipient.

2. All Proprietary Information is the exclusive property of bioPURE and bioPURE has the sole and exclusive right to use, duplicate, implement and/or dispose of such Proprietary Information.

3. All Proprietary Information shall remain confidential in accordance with this Agreement. Without bioPURE's prior written consent, Recipients shall not, directly or indirectly, (a) disclose or reveal any Proprietary Information to any person, firm or entity; (b) use the Proprietary Information for any purpose other than in connection with its performance of services for bioPURE or as a franchisee of the bioPURE Franchise System (as defined in the Franchise Agreement); and (c) disclose to any person, firm or entity the terms, conditions or other facts with respect to this Agreement (including its existence or status).

4. In the event a Recipient becomes legally compelled to disclose any of the Proprietary Information, it will provide immediate notice to bioPURE so that bioPURE may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

5. Upon receipt of written notice from bioPURE, Recipients shall promptly deliver to bioPURE (a) all written or tangible materials (including, by way of example and not of limitation, documents, memoranda, notes and other writings, computer disks, tapes and printouts) containing or reflecting any Proprietary Information, without retaining any copies, summaries, analyses or extracts thereof; and (b) all written or tangible materials (including, by way of example and not of limitation, documents, memoranda, notes and other writings, computer disks, tapes and printouts) whatsoever which have been prepared by Recipients in connection with its relationship with bioPURE or its performance of services for bioPURE, without retaining any copies, summaries, analyses or extracts thereof.

6. Recipients acknowledge that a breach of any of the provisions of this Agreement will have a material and adverse effect upon bioPURE and damages arising from such breach may be difficult to ascertain. Consequently, Recipients agree that in addition to, and without limiting any other right or remedy bioPURE may have, bioPURE is entitled to equitable relief, including injunction and specific performance.

7. Recipients agree to, jointly and severally, indemnify, defend and hold harmless bioPURE, its subsidiaries, affiliates and franchisees against any and all losses, expenses, liabilities, actions, claims, demands, liens, damages, and/or judgments (collectively the "Losses") including reasonable attorneys' fees and litigation costs directly arising from the unauthorized disclosure or use of the Proprietary Information by a Recipient. The obligation to defend, indemnify and hold harmless shall include payment or reimbursement for all Losses, whether or not resulting from third party claims, but shall not include Losses resulting directly from any negligent or willful act of the indemnified party.

8. In the event that a Recipient is required to divulge Proprietary Information to any third party in the course of performing services for bioPURE, such Recipient shall require each such third party to execute a confidentiality agreement acceptable to bioPURE prior to the disclosure of the Proprietary Information.

9. Recipients agree that bioPURE or its affiliates may, upon written notice, order a consumer credit report from a credit-reporting agency with respect to Recipients and their business and further agree that bioPURE has a legitimate business need for the information contained therein. Recipients hereby authorize any consumer credit-reporting agency that bioPURE chooses to conduct a credit search, update such search as necessary, and deliver the results of the searches to bioPURE. Finally, Recipients hereby waive any claims that they may have against bioPURE or its affiliates resulting from any such searches or bioPURE's use of such information in evaluating whether to enter into a franchise agreement with bioPURE.

10. This Agreement will be enforceable by the successors and assigns of bioPURE.

11. The provisions of this Agreement shall be severable. In the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

12. This Agreement may be waived, amended, or modified only by an instrument in writing signed by the party against whom such waiver, amendment or modification is sought to be enforced, and such written instrument shall set forth specifically the provisions of this Agreement which are to be so waived, amended or modified.

13. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same instrument.

14. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Ohio. Any disputes arising out of this agreement shall be arbitrated in Franklin County, Ohio, by one arbitrator, pursuant to the American Arbitration Association's then-current commercial dispute rules. In the event bioPURE seeks injunctive relief to prohibit the actual or threatened disclosure of its Proprietary Information, it may seek such relief in the state or federal courts of Franklin County, Ohio. Franchisee and Recipients waive any objection they might have to the personal jurisdiction of or venue in such courts and waive any right to a jury in such matters.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed as of the date first above written.

BIOPURE:

bioPURE, LLC
an Ohio limited liability company

By: _____
Name: _____
Title: _____

RECIPIENTS:

_____
a _____

By: _____
Name: _____
Title: _____

_____
Print Name: _____

_____
Print Name: _____

_____
Print Name: _____

EXHIBIT I

STATE SPECIFIC ADDENDA

[Please see next page]

EXHIBIT I

STATE SPECIFIC ADDENDA

ADDITIONAL DISCLOSURES FOR THE MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF bioPURE, LLC

The following are additional disclosures ("Additional Disclosures") for the Multistate Franchise Disclosure Document of bioPURE, LLC required by various state franchise laws. A particular state's disclosures only apply if you are covered by that state's franchise law.

CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither the franchisor, nor any person or franchise broker identified in Item 2 of this Disclosure Document is subject to any currently effective order or any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling the person from membership in the association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provided for termination upon bankruptcy. A provisions in a Franchise Agreement that terminates the franchise upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (Title 11, U.S. Code Section 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Franklin County, Ohio with each party bearing their own costs, plus one-half of the arbitrator's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.

Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a Disclosure Document approved by the Commissioner of Corporations before the Franchisor asks the Franchisee to consider a material modification of its franchise agreement. You are entitled to

a summary of any negotiated changes for a California franchise within the past 12 months immediately before your sale.

The Franchise Agreement requires Franchisee to sign a general release as a condition of renewal and transfer. California Corporations Code Section 31512 voids a waiver of your rights under the franchise investment law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the franchise relations act (Business and Professions code Sections 20000 through 20043).

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. Therefore, you will not be required to pay any fees listed in Item 5 of the Franchise Disclosure Document until your franchise has opened for business.

Item 6 of the Franchise Disclosure Document is hereby revised to state that maximum interest rate in California is 10% annually.

CONNECTICUT

If the seller fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within forty-five days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

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

1. **Absence of profitable operations within the previous three years**. The Franchisor has not been in business for three years, and therefore is unable to show profitable operations within the previous three years.

2. **Limited experience with the business**. The Franchisor does not and has not operated a business of the type to be operated by Franchisee; only affiliates of Franchisor does and has operated a business of the type to be operated by Franchisee.

3. **No federally registered trademark**. The primary trademark that you will use your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition.

HAWAII

ITEM 5 of the Disclosure Document is amended to add the following:

> Based upon the franchisor's financial condition, the Hawaii Securities Examiner from the Department of Commerce and Consumer Affairs Business Registration Division has required that all initial fees and payments owed to franchisor by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has opened the franchised business.

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. 482E-1 – 482E-12 applies, the terms of this Addendum apply.

> THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING
>
> THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.
>
> THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

ILLINOIS

ITEM 5 of the Disclosure Document is amended to add the following:

> The Illinois Attorney General's Office requires that the Franchisor defer the collection of all initial fees listed in Item 5 of the Disclosure Document from Illinois franchisees until the Franchisor has completed and fulfilled all its pre-opening obligations to the franchisee and the franchisee is open for business. Therefore, you will not be required to pay any fees listed in Item 5 of the Franchise Disclosure Document until your franchise has opened for

business. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition.

ITEM 17 of the Disclosure Document is amended to add the following:

Illinois law governs the franchise agreements.

The conditions under which your franchise may be terminated or not renewed may be affected by Illinois law, 815 ILCS §§ 705/19 and 705/20. Provisions regarding jurisdiction and venue and choice of law may be affected by Illinois law, 815 ILCS §§ 705/4 and 705/41.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

INDIANA

Nothing in the Disclosure Document or the Franchise Agreement is intended to be contrary to the provisions of the "Deceptive Franchise Practices" law of Indiana, which is contained in Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7 as amended ("Indiana Franchise Practices Law"). In the event of any conflict between any provision of the Franchise Agreement and the Indiana Franchise Practices Law, the Indiana law will control, but in that case, the provisions of the Franchise Agreement affected will be limited only to the extent necessary to bring it within the requirement of the law and, to that extent, that provision shall be deemed to have been omitted from the Franchise Agreement as of the date of execution of the Franchise Agreement. This will not affect the validity of any remaining portion of the Franchise Agreement.

MARYLAND

ITEM 5 of the Disclosure Document is amended to add the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

ITEM 11 of the Disclosure Document is amended to add the following:

You may request an accounting of the advertising expenditures made by us from the National Marketing Fund. Upon notification that you are requesting such information, you will be notified by us, in writing, of the manner in which you may obtain an accounting of

the National Marketing Fund as required by COMAR 02.02.08.04B(5) of the Code of Maryland Regulations."

ITEM 17(c) and ITEM 17(m) of the Disclosure Document are amended to add the following:

Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

ITEM 17(h) of the Disclosure Document is amended to add the following:

Termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law.

ITEM 17(v) of the Disclosure Document is amended to add the following:

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. For claims arising under the Maryland Franchise Registration and Disclosure Law, any litigation between Franchisor and Franchisee may be instituted in any court of competent jurisdiction, including a court in the State of Maryland.

ITEM 17 of the Disclosure Document is amended to add the following:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Franchisee Disclosure Questionnaire of the Disclosure Document is amended to add the following:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

MINNESOTA

ITEM 6 of the Disclosure Document is amended to add the following:

Dishonored Check of ACH draft or EFT failure	$30	On demand	You must pay us for each check returned, ACH draft refused by your financial institution, or EFT attempt that was unsuccessful for insufficient funds in your account.

ITEM 13 of the Disclosure Document is amended to add the following:

> As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12, Subd.1(g), Franchisor will reimburse the Franchisee for any costs incurred by the Franchisee in the defense of the Franchisee's right to use the Marks, so long as the Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

ITEM 17(b) of the Disclosure Document is amended to add the following:

> We will comply with Minn. Stat. §80C.14, which requires that we give you 180 days' notice for non-renewal of the franchise except in specified circumstances.

ITEM 17(c) and ITEM 17(m) of the Disclosure Document are amended to add the following:

> Any general releases you sign as a condition of renewal and/or assignment/transfer will not apply to claims arising under Minn. Stat. §80C and we will not unreasonably withhold our consent to a transfer.

ITEM 17(f) of the Disclosure Document is amended to add the following:

> We will comply with Minn. Stat. §80C.14, which requires that we give you 90 days' notice of termination and you will have 60 days to cure your default.

ITEM 17 of the Disclosure Document is amended to add the following:

> Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Further, Franchisee cannot consent to Franchisor obtaining injunctive relief; but, the Franchisor may seek injunctive relief.

NEBRASKA

Nebraska law may supersede certain provisions of the Franchise Agreement, including in the areas of termination or nonrenewal of your franchise.

NEW YORK

In the State of New York, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

   Except as provided above, with regard to the Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the Franchisor's principal trademark:

   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

   B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

   C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise,

securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH CAROLINA

In recognition of the requirements of the North Carolina Business Opportunity Sales Act, G.S. §§ 66-94 *et seq.*, the Franchise Disclosure Document for bioPURE, LLC for use in the State of North Carolina shall be amended as follows:

ITEM 17(d) of the Disclosure Document is amended to add the following:

> If we fail to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your Franchise Agreement, you may notify us in writing and demand that the Franchise Agreement be cancelled.

Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the North Carolina Business Opportunity Sales Act applicable to the provision are met independently without reference to these Additional Disclosures.

NORTH DAKOTA

The State of North Dakota has determined that the following types of provisions are deemed to be contrary to North Dakota law:

1. Covenants not to compete are generally considered unenforceable in the State North Dakota. The Commissioner has held that covenants restricting competition are contrary to Section 9-08-06 of the North Dakota Century Code, and are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Investment Law.

2. A provision that designates jurisdiction or venue, or requires Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota;

3. A provision requiring a North Dakota franchisee to consent to termination penalties or liquidated damages;

4. A provision requiring that the laws of a state other than North Dakota will apply;

5. A provision calling for the waiver by a Franchisee of the right to trial by jury;

6. A provision requiring the Franchisee to waive exemplary and punitive damages;

7. A provision requiring a Franchisee to sign a general release upon renewal of the Franchise Agreement;

8. A provision restricting the time in which a Franchisee may make a claim to less than the applicable North Dakota statute of limitations;

9. A provision requiring a Franchisee to pay all costs and expenses incurred by the Franchisor in enforcing the Franchise Agreement or Area Development Agreement.

Such provisions, if applicable, are amended by the North Dakota amendments to the Franchise Agreement and Area Development Agreement attached to such agreements.

RHODE ISLAND

ITEM 17(v) and ITEM 17(w) of the Disclosure Document are amended to add the following:

> Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

SOUTH CAROLINA

In recognition of the requirements of the South Carolina Business Opportunity Sales Act, S.C. Code of Laws §§ 39-57, the Franchise Disclosure Document for bioPURE, LLC for use in the State of South Carolina shall be amended as follows:

ITEM 17(d) of the Disclosure Document is amended to add the following:

> If we fail to deliver the product, equipment or supplies necessary to begin substantial operation of the business within forty-five (45) days of the delivery date stated in your Franchise Agreement or your purchase order for such items, you may notify us, in writing, and elect to terminate the Franchise Agreement.

Our South Carolina assigned registration number is S.S. Reg. No. 1140.

Each provision of these Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the South Carolina Business Opportunity Sales Act applicable to the provision are met independently without reference to these Additional Disclosures.

SOUTH DAKOTA

ITEM 5 of the Disclosure Document is amended to add the following:

> Based upon the franchisor's financial condition, the Securities Regulation Office of the South Dakota Department of Labor Regulation has required, pursuant to SDCL 37-5B-5, that all initial fees and payments owed to franchisor by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has opened the franchised business.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Disclosure Document for BIOPURE, LLC for use in the Commonwealth of Virginia shall be amended as follows:

ITEM 5 of the Disclosure Document is amended to add the following:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

ITEM 17(h) of the Disclosure Document is amended to add the following:

> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

If any of the provisions in the Disclosure Document or Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise

Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Disclosure Document or Franchise Agreement with regard to any franchise sold in Washington. However, we and you agree to enforce the agreements' provisions to the extent the law allows.

The following risk factor is disclosed to you and is added to the "Special Risks to Consider about *This* Franchise":

> 6. **Company Owned Outlets Are Not Required to Contribute to the Marketing Fund**. Outlets operated by the franchisor and/or affiliates are not required to make marketing fund contributions. This means the marketing fund contributions of franchisees could be partially or completely used for the benefit of franchisor and affiliate owned outlets.
>
> 7. **Use of Franchise Brokers**. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

ITEM 5 of the Disclosure Document is amended to add the following:

> We shall defer the collection of all initial fees listed in Item 5 of the Disclosure Document from Washington franchisees until the franchisor has completed and fulfilled all its pre-opening obligations to the franchisee and the franchisee is open for business. Therefore, you will not be required to pay any fees listed in Item 5 of the Franchise Disclosure Document until your franchise has opened for business.

ITEM 6 of the Disclosure Document is amended to add the following:

> Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

ITEM 17(c) and ITEM 17(m) of the Disclosure Document are amended to add the following:

> A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

ITEM 17(d) of the Disclosure Document is amended to add the following:

> Franchisees may terminate the Franchise Agreement as permitted by Washington law.

ITEM 17(v) and ITEM 17(w) of the Disclosure Document are amended to add the following:

The referenced provisions are subject to state law.

ITEM 17(v) of the Disclosure Document is amended to add the following:

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

ITEM 17(w) of the Disclosure Document is amended to add the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

ITEM 17 of the Disclosure Document is amended to add the following:

Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.

WISCONSIN

ITEM 17 of the Disclosure Document is amended to add the following:

> The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07, may affect the termination provision of the Franchise Agreement.

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise to Franchisee was made in the State of California; (b) Franchisee is a resident of the State of California; and/or (c) the bioPURE Business will be located or operated in the State of California.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide rights to the Franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

3. The Franchise Agreement is amended to state that any interest rate charged on past due amounts will be the highest contract rate of interest allowed by California law or the rate specified in the Franchise Agreement, whichever is less.

4. The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. Therefore, the Franchise Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your bioPURE Business will be delayed and deferred until your bioPURE Business has opened. Your bioPURE Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and you have received the initial order of necessary equipment from us enabling you to perform the disinfectant services. At such point, your obligation to begin paying the fees and expenses listed in the Franchise Agreement will begin, pursuant to the terms set forth in the Franchise Agreement.

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

6. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the California Franchise Relations Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN HAWAII

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Based upon the franchisor's financial condition, the Hawaii Securities Examiner from the Department of Commerce and Consumer Affairs Business Registration Division has required that all initial fees and payments owed to franchisor by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has opened the franchised business. Therefore, the Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your bioPURE Business will be delayed and deferred until your bioPURE Business has opened. Your bioPURE Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and we have delivered to you the initial order of necessary equipment enabling you to perform the disinfectant services. At such point, your obligation to begin paying the fees and expenses listed in the Agreement will begin, pursuant to the terms set forth in the Agreement.

3. No release language set forth in the Franchise Agreement shall relieve us or any other party, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

4. Pursuant to Section 482E-6(3) of the Hawaii Revised Statutes, for so long as such statute remains in effect and so provides, upon early termination or refusal to renew the franchise, you shall be compensated for the fair market value, at the time of termination or expiration of the franchise, of Franchisee's inventory, supplies, materials and furnishings purchased from us, exclusive of personalized materials which have no value to us. If we refuse to renew your franchise for the purpose of converting the franchised business to one owned by us, we, in addition to the

remedies provided in this paragraph, shall compensate you for the loss of goodwill. We may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, materials and furnishings pursuant to this paragraph, and may offset from such compensation any moneys due to us.

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

6. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Based upon the franchisor's financial condition, the Illinois Attorney General's Office has required that all initial fees and payments owed by franchisees to franchisor shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and you have opened the franchised business. The Illinois Attorney General's Office imposed this deferral requirement due to the Franchisor's financial condition. Therefore, the Agreement is amended to state that all fees which are required to be paid by you to us prior to the opening your Microbial Disinfection Business will be delayed and deferred until your Microbial Disinfection Business has opened. Your Microbial Disinfection Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and you begin soliciting microbial disinfection services. At such point, your obligation to begin paying the fees and expenses listed in the Agreement will begin, pursuant to the terms set forth in the Agreement.

3. Section 17.A (Governing Law/Submission to Mediation and Arbitration) is amended to add the following:

> "If any provisions of the Agreement are inconsistent with applicable Illinois state law, then Illinois state law shall apply. Any provision which designates jurisdiction or venue in a forum outside Illinois is void with respect to any cause of action which is otherwise enforceable in Illinois, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois. Any condition, stipulation or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act is void."

4. Section 17.C (Limitation of Claims) is amended to add the following:

> "However, nothing in this Section shall shorten any period within which you may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met)."

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

6. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) Franchisee is a resident of the State of Maryland, and/or (b) the bioPURE Business will be located or operated in Maryland.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Section 1.C (Best Efforts; Representations and Warranties) is amended to add the following:

> "These representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

4. Section 9.D (National Marketing Fund) is amended to add the following:

> "You will be notified, in writing, of the manner in which you may obtain an accounting of the National Marketing Fund as required by COMAR 02.02.08.04B(5) of the Code of Maryland Regulations."

5. Section 12.C (Pre-Conditions for Approval of a Transfer) and Section 13.A (Your Right to Acquire Successor Franchises) are amended to add the following:

> "However, such general release will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

6. Section 14.B.6 (Termination by Us) is amended to add the following:

"(Termination upon insolvency might not be enforceable under federal insolvency law (11 U.S.C. Sections 101 et seq.), but we and you agree to enforce this provision to the maximum extent the law allows.)"

7. Section 16 (Standard Clauses) is amended to add the following:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

8. Section 17.A.3 (Exception to arbitration) is amended to add the following:

"This Franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. Subject to your arbitration obligations, a franchisee in Maryland may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

9. Section 17.A.4 (Governing law) is amended to add the following:

"Ohio law shall govern this Franchise Agreement, except as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law."

10. Section 17.C (Limitation of Claims) is amended to add the following:

"However, the limitation of such claims shall not act to reduce the three (3) year statute of limitations afforded to you for bringing a claim under the Maryland Franchise Registration and Disclosure Law."

11. The Section 19 (Acknowledgements) is amended to add the following:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

12. The Franchisee Disclosure Questionnaire of the Disclosure Document is amended to add the following:

"All representations requiring prospective franchisees to assent to a release, estoppel or waiver or liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

13. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

14. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the bioPURE Business that Franchisee will operate under the Agreement will be located in Minnesota; and/or (b) any of the franchise offering or sales activity with respect to the Agreement occurred in Minnesota.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section 1.C (Best Efforts; Representations and Warranties) is amended to add the following:

> "Pursuant to Minnesota Rule 2860.4400J, the foregoing acknowledgments contained in this section shall not be construed as a waiver of your rights."

3. Section 6.G (Notification and Defense of Claims) is amended to add the following:

> "Under Minn. Stat. §80c.12 Subd. 1(g), we must indemnify you against liability to third parties resulting from claims by third parties that your use of our trademark infringes the trademark rights of the third party. We do not indemnify against the consequences of your use of our trademark except in accordance with the requirements of this Agreement and, as a condition to indemnification, you must provide prompt notice to us of any such claim and immediately tender the defense of the claim to us. If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim."

4. Section 12.C (Pre-Conditions for Approval of a Transfer) is amended to add the following:

"However, any release required by us as a condition of transfer of the franchise will not apply to the extent that such release is specifically prohibited by the Minnesota Franchise Law."

5. Section 13.A (Your Right to Acquire Successor Franchises) and Section 13.B (Grant of Successor Franchise) are amended to add the following:

"Unless the failure to renew your license is for good cause as defined in Minnesota Statutes Section 80C.14, Subdivision 3, Paragraph (b), and you have failed to correct the reasons for termination as required by Subdivision 3, we may not fail to renew your license unless:

(a) You have been given written notice of the intention not to renew at least 180 days in advance of the expiration of this Agreement; and

(b) You has been given an opportunity to operate the Business over a sufficient period of time to enable you to recover the fair market value of the Business as a going concern, as determined and measured from the date of the failure to renew. We may not refuse to renew your license if our refusal is for the purpose of converting the Business premises, or the franchise, to an operation that will be owned by us for our own account.

Any release required by us as a condition of renewal of the franchise will not apply to the extent that such release is specifically prohibited by the Minnesota Franchise Law."

6. Sections 14.B (Termination By Us) and Section 14.C (Termination by Us – Thirty Days' Notice) are amended to add the following:

"Pursuant to Minn. Stat. Sec. 80C.14, Subdivisions 4 & 5, no person may terminate or cancel a franchise unless (i) that person has given notice setting forth all the reasons for the termination or cancellation at least 90 days in advance of termination or cancellation, and (ii) the recipient of the notice fails to correct the rea-sons stated for termination or cancellation in the notice within 60 days of receipt of the notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are:

(a) voluntary abandonment of the franchise relationship by you;

(b) the conviction of you of an offense that is directly related to the business con-ducted pursuant to the franchise; or

(c) failure to cure a default under this Agreement which materially impairs the goodwill associated with our trade name, trademark, service mark, logotype or other commercial symbol after you have received written notice to cure at least twenty-four (24) hours in advance thereof."

7. Section 17.A (Governing Law/Submission to Mediation and Arbitration) is amended to add the following:

> "Under Minnesota law, we may seek a restraining order, injunction and such other equitable relief as may be appropriate, but we are not automatically entitled to such relief and you have not automatically consented to such relief."

8. Section 17.A (Governing Law/Submission to Mediation and Arbitration), Section 17.C (Limitation of Claims), and Section 17.D (Jury Waiver) are amended to add the following:

> "Pursuant to Minnesota Statutes Section 80C.21 and Minnesota Rule Part 2860.4400J, and subject to your arbitration obligations, this section shall not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota and the right to bring a cause of action within three (3) years after the cause of action accrues. You cannot be required to consent to the waiver of a jury trial."

9. Section 17.C (Limitation of Claims) is amended to add the following:

> "Regardless of the foregoing, pursuant to Minnesota Statutes Section 80C.17, Subd 5, any and all claims arising out of or relating to this Agreement or our relationship will be barred unless a legal proceeding is commenced within three (3) years from when the cause of action accrued."

10. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

11. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Minnesota Statutes applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section 12.A (Transfer or Delegation by Us) is amended to add the following

> "However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement."

3. Section 12.C (Pre-Conditions for Approval of a Transfer) and Section 13.A (Your Right to Acquire Successor Franchises) are amended to add the following:

> "Notwithstanding the foregoing, all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law, Section 687.4 and 687.5 be satisfied."

4. Section 14.A (Termination by You) is amended to add the following

> "You may terminate this Agreement on any grounds available by law under the provisions of Article 333 of the General Business Law of the State of New York."

5. Section 15.C (Indemnification) is amended to add the following:

"Notwithstanding anything contained herein to the contrary, you shall not be required to indemnify for any claims arising out of our breach of this Agreement or other civil wrongs by us."

6. Section 17.A.4 (Governing law) is amended to add the following:

"However, to the extent required by Article 33 of the General Business Law of the State of New York, this Section shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder."

7. Section 17.C (Limitation of Claims) is amended to add the following:

"However, to the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied."

8. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

9. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the General Business Law of the State of New York applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the bioPURE Business that Franchisee will operate under the Agreement was made in the State of North Dakota, and/or (b) Franchisee is a resident of North Dakota and the bioPURE Business will be located in North Dakota.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section 12.C (Pre-Conditions for Approval of a Transfer) and Section 13.A (Your Right to Acquire Successor Franchises) are amended to add the following:

> "Franchise Agreements that require the franchisee to sign a general release upon renewal or transfer are considered unfair, unjust and inequitable and are hereby deleted in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law."

3. Section 14.E (Competitive Business After Term or Expiration) is amended to add the following:

> "Covenants not to compete are generally considered unenforceable in the State of North Dakota pursuant to Section 9-08-06 of the North Dakota Century Code."

4. Section 16.D (Costs and Attorneys' Fees), Section 17.B (Waiver of Punitive Damages), Section 17.C. (Limitation of Claims), and Section 17.D (Jury Waiver) are amended to add the following:

> "If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply."

5. Section 17.A.2 (Arbitration) is amended to add the following:

"Notwithstanding the foregoing, if and to the extent required by the North Dakota Franchise Investment Law (unless preempted by the Federal Arbitration Act), arbitration proceedings will be conducted at a mutually agreeable site in North Dakota."

6. Section 17.A.3 (Exceptions to arbitration) is amended to add the following:

"Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside North Dakota is void as to a claim otherwise enforceable under the North Dakota Franchise Investment Law."

7. Section 17.A.4 (Governing law) is amended to add the following:

"Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, this Agreement will be governed by the laws of the state of North Dakota."

8. Section 17.B (Waiver of Punitive Damages) is amended to add the following:

"If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply."

9. Section 17.C. (Limitation of Claims) is amended to add the following:

"If and to the extent any provisions of this Section of the Agreement are inconsistent with the North Dakota Franchise Investment Law, then the applicable provisions of the North Dakota Franchise Investment Law shall apply."

10. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

11. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN RHODE ISLAND

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the bioPURE Business that Franchisee will operate under the Agreement was made in the State of Rhode Island, and/or (b) Franchise is a resident of Rhode Island and the bioPURE Business will be located in Rhode Island.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Section 17.A.3 (Exception to arbitration) and Section 17.A.4 (Governing law) are amended to add the following:

> "Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act."

3. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

4. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the bioPURE Business that Franchisee will operate under the Agreement was made in the State of South Dakota and/or (b) Franchisee is a resident of South Dakota and the bioPURE Business will be located or operated in South Dakota.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. Based upon the franchisor's financial condition, the Securities Regulation Office of the South Dakota Department of Labor Regulation has required that pursuant to pursuant to SDCL 37-5B-5, all initial fees and payments owed to franchisor by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee has opened the franchised business. Therefore, the Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your bioPURE Business will be delayed and deferred until your bioPURE Business has opened. Your bioPURE Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and we have delivered to you the initial order of necessary equipment enabling you to perform the disinfectant services. At such point, your obligation to begin paying the fees and expenses listed in the Agreement will begin, pursuant to the terms set forth in the Agreement.

3. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

4. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law applicable to the

provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT
FOR USE IN VIRGINIA

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the bioPURE Business that Franchisee will operate under the Agreement was made in the Commonwealth of Virginia, and/or (b) Franchisee is a resident of Virginia and the bioPURE Business will be located or operated in Virginia.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement. Therefore, the Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your bioPURE Business will be delayed and deferred until your bioPURE Business has opened. Your bioPURE Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and we have delivered to you the initial order of necessary equipment enabling you to perform the disinfectant services. At such point, your obligation to begin paying the fees and expenses listed in the Agreement will begin, pursuant to the terms set forth in the Agreement.

3. The following shall be added as a new Section 21 to the Agreement: "**Virginia Retail Franchising Act**":

> "Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause" as that

term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement.

5. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

RIDER TO THE bioPURE, LLC
FRANCHISE AGREEMENT, QUESTIONNAIRE, AND RELATED AGREEMENTS
FOR USE IN WASHINGTON

This Rider (the "Rider") is made and entered into as of the date all parties have signed below, between bioPURE, LLC, an Ohio limited liability company with its principal business address at 6221 Riverside Drive, #1N Dublin, Ohio 43017 ("we," "us," "our," or "Franchisor"), and _____, whose principal business address is _____ ("you," "your," or "Franchisee").

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the "Agreement") and the parties wish to amend the Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the bioPURE Business that Franchisee will operate under the Agreement was made in the State of Washington, (b) Franchisee is a resident of Washington, and/or (c) the bioPURE Business will be located or operated in the State of Washington.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The provisions of this Rider form an integral part of, and are incorporated into, the Agreement. Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the provisions of the Agreement and the provisions of this Rider, the provisions of this Rider shall control. The parties agree that the Agreement remains fully effective in all respects except as specifically modified herein, and all the respective rights and obligations of Franchisee and Franchisor remain as written unless modified herein.

2. The Franchise Agreement is amended to state that all fees which are required to be paid by you to us prior to opening of your bioPURE Business will be delayed and deferred until your bioPURE Business has opened. Your bioPURE Business will be deemed to be open for business once you have completed all your initial training, we have provided you access to the Operations Manual, and you have received the initial order of necessary equipment from us enabling you to perform the disinfectant services. At such point, your obligation to begin paying the fees and expenses listed in the Franchise Agreement will begin, pursuant to the terms set forth in the Franchise Agreement.

3. Section 12.C (Pre-Conditions for Approval of a Transfer) is amended to add the following:

> "Transfer Fees are due and owing to us to the extent that such fees reflect our reasonable estimated or actual costs in effecting a transfer."

4. Section 12.C (Pre-Conditions for Approval of a Transfer) and Section 13.A (Your Right to Acquire Successor Franchises) are amended to add the following:

> "A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except

when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable."

5. Section 13 (Successor Franchises) and Section 14 (Termination of Agreement) are amended to add the following:

"The State of Washington has a statute, RCW 19.100.180. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise."

6. Section 17.A.2 (Arbitration) is amended to add the following:

"In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington."

7. Section 17.A.4 (Governing law) is amended to add the following:

"In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail."

8. Section 17.C. (Limitation of Claims), and Section 17.D (Jury Waiver) are amended to add the following:

"A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable."

9. The Franchise Agreement is amended to include the following provisions:

"Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted

annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington."

"RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington."

10. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Franchise Agreement.

11. Effect of Rider. Each provision of this Rider shall be effective only to the extent that the jurisdictional requirements of the Washington Franchise Investment Protection Act applicable to the provision are met independent of this Rider. This Rider shall have no force or effect if such jurisdictional requirements are not met.

[*Signatures appear on the following page*]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page.

bioPURE, LLC,

By:_____
Name:_____
Title:_____

FRANCHISE OWNER

_____
[Name]

By:_____
Name:_____
Title:_____

DISCLOSURES REQUIRED BY CONNECTICUT LAW

The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

EXHIBIT J

TERRITORY RESERVATION AGREEMENT

[Please see next page]

BIOPURE, LLC

TERRITORY RESERVATION AGREEMENT

Franchisee Name:	
Address of Franchisee:	
Franchisee Email Address:	
Franchisee Phone #:	
Date of Agreement:	
Initial Term Expires:	

TERRITORY RESERVATION AGREEMENT

This Territory Reservation Agreement ("**Agreement**") is entered into as the date identified on the cover page to this Agreement (the "**Effective Date**"), by and between bioPURE, LLC, an Ohio limited liability company, with its principal offices at 6221 Riverside Drive, #1N, Dublin, OH 43017 ("**we**" or "**us**"), and _____, whose principal address is identified on the cover page to this Agreement ("**you**" or "**Franchisee**").

INTRODUCTION

A. We and you are parties to an existing bioPURE franchise agreement (the "**Existing Franchise Agreement**"), whereby you are licensed the right to operate a business identified under the "**bioPURE**" tradename that provides residential and commercial electrostatic disinfection services and products (a "**bioPURE Business**") within the Territory as such term is defined and described in the Existing Franchise Agreement.

B. You desire to reserve the right to develop an additional bioPURE Business at a future point in time within a different geographic territory from your current Territory and we are willing to grant you such rights subject to the terms and conditions stated below.

AGREEMENTS

Therefore, we and you agree as follows:

1. Reservation Rights. Subject to the provisions stated below, during the Term, we grant to Franchisee the right to establish and operate for its own account (and not to subfranchise, sublicense, or resell) a bioPURE Business (the "**Additional bioPURE Business**") under a bioPURE franchise agreement (a "**Franchise Agreement**") in the form then-currently used by us at the time of issuance. Your rights to establish and subsequently operate the Additional bioPURE Business will be limited to the geographic area described in the attached Exhibit A (the "**Reservation Area**"). Subject to the provisions stated below, so long as you are in compliance with the terms of this Agreement, and in compliance with the terms of any other bioPURE franchise agreement to which you are a party, during the Term of this Agreement, we will not establish for our own account, or franchise to others the right to, operate a bioPURE Business within the Reservation Area other than to you under this Agreement.

   Notwithstanding the forgoing, you acknowledge and agree that we and our affiliates may (i) sell or provide any products or services under trademarks other than the Marks (as defined in the Existing Franchise Agreement) whether in the Reservation Area or otherwise; (ii) grant other franchises or develop and operate company or affiliate owned bioPURE Businesses anywhere outside of the Reservation Area, which may result in customers already being serviced within the Reservation Area (pursuant to our Territorial Policy) if or when you elect to proceed with a bioPURE Business there; and (iii) sell products or services under the Marks through other channels of distribution, including the Internet (or any similar form of electronic commerce developed in the future) anywhere in the world, including within the Reservation Area.

2. Reservation Fee. In consideration for the rights described in Section 1 above, you must pay us

a non-refundable fee in the amount of Twenty Thousand Dollars ($20,000) (the "**Reservation Fee**"), payable upon your execution of this Agreement. In the event that you sign a Franchise Agreement for the operation of a bioPURE Business within the Reservation Area within the Initial Term, then we shall apply Ten Thousand Dollars ($10,000) of the Reservation Fee toward the required initial franchise fee under that Franchise Agreement. For the avoidance of doubt, and by no way limiting the foregoing, if your original request to enter into a Franchise Agreement was made within the Initial Term, then Ten Thousand Dollars ($10,000) of the Reservation Fee will be applied toward your initial franchise fee for that Franchise Agreement, however if you do not provide notice of your intent to execute a Franchise Agreement until the Extension period (as defined below), no portion of the Reservation Fee nor the Extension Fee will be applied toward your initial franchise fee for that Franchise Agreement.

3. Conditions to Development of the bioPURE Business. We will be obligated to enter into a Franchise Agreement for the development and operation of the Additional bioPURE Business under this Agreement only if, at the time you intend to enter into a Franchise Agreement: (i) we have sufficient quantities of all equipment necessary for you to begin operations; (ii) you meet our then-current criteria for expansion guidelines as set forth in our Operations Manual (as such term is defined in the Existing Franchise Agreement); and (iii) all amounts due and owing by you to us or our affiliates under or relating to the Existing Franchise Agreement or any bioPURE franchise agreement are paid in full and you otherwise are in good standing under such agreements.

4. Development Procedure. The bioPURE Business to be developed under this Agreement will be governed by the terms of the Franchise Agreement. You will not develop the Additional bioPURE Business in any territory other than the Reservation Area. You are solely responsible for locating and securing an acceptable site for the operations of the Additional bioPURE Business pursuant to the terms set forth in the Franchise Agreement. In the event you desire to timely move forward with signing a Franchise Agreement for the Reservation Area and you notify us of such intent within the Term, but we do not have sufficient quantities of all equipment necessary for you to proceed with your Development Obligations (as defined in the Franchise Agreement) at that time, then we will toll the timeframes in this paragraph until we are able to procure sufficient quantities of such equipment for you to proceed with the Development Obligations in your Franchise Agreement. Once we notify you that we have sufficient quantities of equipment available, you will have sixty (60) days to proceed with your Development Obligations.

5. Term. Subject to Section 6 below, the initial term of this Agreement will be for twelve (12) months, commencing on the Effective Date of this Agreement (the "**Initial Term**"). The "**Term**" of this Agreement however shall refer to the Initial Term and will include any Extension period granted pursuant to Section 6 below.

6. Extension Fee. You may request, in writing, an extension of the Initial Term of this Agreement for an additional period of six (6) months (the "**Extension**"). In order to receive the Extension, you shall pay us a non-refundable extension fee of Ten Thousand Dollars ($10,000) (an "**Extension Fee**"). You may only extend the Initial Term once through the Extension, and therefore the Term of this Agreement shall never extend beyond eighteen (18) months from the Effective Date. The Extension Fee is fully earned by us on receipt and will not be credited to

your initial franchise fee due under the Franchise Agreement.

7. Default and Termination.

   A. You may terminate this Agreement at any time with or without cause by delivering written notice thereof to us. You will be in default, and we may at our option, terminate this Agreement if: (1) you violate any material provision of this Agreement; (2) you violate any material provision of the Existing Franchise Agreement or any bioPURE franchise agreement to which you are a party and fail to cure such breach within any cure period permitted; or (3) you are declared bankrupt or become insolvent.

   B. You will have thirty (30) days, or such longer period as applicable law may require, after receipt from us of written notice of termination, within which to remedy the default. If you fail to correct the alleged default within that time, this Agreement will terminate without further notice to you effective immediately upon expiration of the thirty (30)-day period (or such longer period as applicable law may require).

   C. Upon termination or expiration of this Agreement, all rights licensed hereunder will automatically revert to us and your reservation rights will cease. Termination or expiration of this Agreement will not affect your rights under any individual bioPURE franchise agreement in effect at that time.

8. Assignment. This Agreement may not be assigned by you to any third party. This Agreement may be assigned and transferred by us and will benefit our successors and assigns. Any such assignment or transfer will require the assignee to fulfill our obligations under this Agreement.

9. Enforcement. This Agreement, and any dispute arising hereunder, will be governed by those provisions found in the Existing Franchise Agreement respecting mediation, arbitration, governing law, and injunctive relief.

10. Miscellaneous. For purposes of this Agreement, the term "Franchisee" or "you" shall mean: (1) the same entity as identified in the Existing Franchise Agreement as the "Franchisee"; or (2) the individual person who is identified as the Operating Owner in the Existing Franchise Agreement (as such term is defined in the Existing Franchise Agreement). In the event you are entering into this Agreement as the Operating Owner of an existing bioPURE Business, you represent and warrant that you have actual authority to enter into this Agreement on behalf of Franchisee in the Existing Franchise Agreement and you agree to be bound by the terms and conditions of this Agreement. This Agreement represents the entire Agreement of the parties relative to its subject matter and it cannot be waived, altered or rescinded in whole or in part except by an express writing by the parties. The provisions of this Agreement are severable if the validity or unenforceability of any of them will not affect the remainder of this Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed and delivered this Territory Reservation Agreement as of the Effective Date.

Us:	**You:**
BIOPURE, LLC, an Ohio limited liability company	**[NAME]**_____ **[**entity type **]**_____
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

EXHIBIT A

TO TERRITORY RESERVATION AGREEMENT:

DESCRIPTION OF RESERVATION AREA

State Effective Dates

The following states have franchise laws that require that the Franchise disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Applicable state laws in (a) Connecticut, Michigan, Oregon and Wisconsin require us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) Iowa, Maine, New York, Oklahoma and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is bioPURE LLC, located at 655H Fairview Rd, Ste 333, Simpsonville, SC 29680. Its telephone number is (844) 800-7873.

Issuance Date: April 21, 2022

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: Brandon Kinder (Greenville, SC; (803) 491-4577) and Travis Barr (Johnson City, TN, (423) 914-5070), each such person employed by bioPURE LLC, located at 655H Fairview Rd, Ste 333, Simpsonville, SC 29680, and/or _____.

We authorize the respective state agents in each state to receive service of process for us in such particular state, as stated in Exhibit B.

I received a disclosure document from bioPURE LLC on _____, that included the following Exhibits:

A: Franchise Agreement
B: Agencies / Agents for Service of Process
C: Financial Statements
D: List of Franchisees and Company-Owned Outlets
E: List of Franchisees who have left the System
F: Operations Manual Table of Contents
G: Franchisee Disclosure Questionnaire
H: Confidentiality Agreement
I: State Specific Addenda and Franchise Agreement Addendum
J: Territory Reservation Agreement

_____ _____

Date
(Date, Sign, and Keep for Your Own Records)

Prospective Franchisee Name

_____

Authorized Signature

Retain this copy for your records

[Signature Page to FDD Receipt, Franchisee Copy]

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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H: Confidentiality Agreement
I: State Specific Addenda and Franchise Agreement Addendum
J: Territory Reservation Agreement

_____ _____

Date
(Date, Sign, and Keep for Your Own Records)

Prospective Franchisee Name

_____

Authorized Signature

Give this copy to bioPURE, LLC

[Signature Page to FDD Receipt, Franchisor Copy]