BringPro®

Franchise Disclosure Document

BRINGPRO GROUP, INC.

A California Corporation
5151 California Ave, Ste. 100
Irvine, CA 92617
PH 800-307-1170
www.BringPro.com
www.BringProfranchising.com
www.BringProdelivery.com

You will operate a delivery service called **BringPro** operating under the Marks and using the System as described in this document, and the Operations Manual. The types of services include: pick up and delivery of furniture, electronics, personal and commercial packages and parcels, and other transportation needs for household goods or business deliveries. The franchise business will provide local moving and delivery services including the sale of packing materials.

The total estimated required initial investment ranges from $29,300 to $59,300 of which, the Initial Franchise Fee is $18,000. For employees of us or our affiliate wishing to purchase a franchise, the franchise fee is $1,000.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you can 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 government 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:
James Garelli 5151 California Ave, Ste. 100 Irvine, CA 92617 PH 800-307-1170

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

ISSUING DATE: April 11, 2019

STATE COVER PAGE

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

Call the state franchise administrator listed in Attachment E for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO ARBITRATE DISPUTES WITH US AND CONDUCT THE ARBITRATION IN CALIFORNIA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

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

3. THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISEES ARE AT HIGHER RISK INVESTMENT THAT FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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

STATE EFFECTIVE DATES:

CALIFORNIA EFFECTIVE DATE: Renewal Pending

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify this Franchise Disclosure Document, "We" means **BRINGPRO GROUP, INC.,** the franchisor, or "our" or "us" when appropriate. "You" means the person who buys the franchise. If you are a legal entity, "you" includes all owners of any equity interest in the entity. **BringPro** means the business you will operate under the Franchise Agreement, operating under our Marks and following our System.

We were formed in Delaware, on July 16 2018. Our principal business address is **5151 California Ave, Ste. 100 Irvine, CA 92617**, We conduct business under the name **BringPro** and do not do business under any other name. We do not have any predecessors.

Our affiliate, BRINGPRO, INC. formed June 2017, owns and operates the **BringPro** in Orange County California from the Irvine, California location. Prior to its incorporation, our **BringPro** business operated as an unincorporated business, since 2014.

We have no other affiliates. We do not offer franchises in any other lines of business. We do not own any other franchises or any other businesses.

We began offering franchises as of the effective date of this disclosure document and state effective dates. This is our first offering of franchises in any line of business.

Our agents for service of process are disclosed in Exhibit E.

Your **BringPro** will be referred to herein and in your Franchise Agreement, as **BringPro** and sometimes referred to as "your Business", or "your Franchise".

The Franchise Offered

Under the franchise offering you will own and operate a pick-up, delivery and set-up service called **BringPro**. Billing starts upon job site arrival and you are paid by the minute. We provide all billing and collection services through our software. The **BringPro** concept is positioned as providing same day delivery services as well as pre-scheduled delivery. Some examples of activities include delivering a flat screen TV or furniture from a store to a home, transporting plants from a landscaping company to a home or office and transporting packages or parcels. You will be licensed to use the proprietary **BringPro** software application **BringProNet.** Customers may request a pick-up using the proprietary application downloaded on their smart phone, or otherwise on-line through our website, or by calling the central 800 number. Customers will have the option to request a preferred franchisee, otherwise the **BringProNet** software identifies the closest franchisees to the pick-up location, and offers the job to those franchisees. The first franchisee to accept the job will be awarded the job. For next day or future date deliveries, customers can request a specific time frame. However, more complex service requests, such as used household good moves, which may involve more than 1 trip could follow a different process. Once the request is made, the franchisee accepts the lead, makes a site visit, and submits a cost estimate for the customer's approval.

You must have, purchase or lease the required vehicle, (new or used) including a full required branding wrap from vendors we designate. You must purchase certain tools and moving equipment and inventory, through approved vendors.

You must complete our required initial training and <u>will be the only driver of the Van</u> (hereafter called "ProDriver") and you must have 1 other employee or owner who has gone through our training which will be assisting you, (hereafter called "ProAssistant"). You may have more than one ProAssistant, but you may not have any assistant in your Van that has not been screened and has not been through our training program. Your ProAssistant will not drive the Van for you, unless they are also qualified to be a ProDriver and are named on the insurance policy.

You will operate in accordance with the trade names, trademarks, logos, color schemes ("Marks") we designate.

You will operate in accordance with the guidelines, standards, specifications, equipment, vehicles, insurance, software, supplies, and branded items, Marks, and décor we make available to you or otherwise advise you through initial training, the operations manual, marketing materials and related items, along with periodic updates, and industry information, all hereafter referred to as our proprietary "System."

You will be authorized to develop and operate a single **BringPro** franchise with a single delivery Van, within a specific non-exclusive Market area.

You are not authorized to open additional **BringPro** locations or purchase additional delivery Vans, without applying for a second franchise pursuant to current qualifications and pursuant to a current franchise agreement, and operations manual requirements.

Franchisee Qualifications

Prospective franchisees who will be the ProDriver must have a valid driver's license and good driving history, and pass criminal and background checks, as they will be inside homes and offices. You are responsible for performing these same background checks on your ProAssistant. Both the ProDriver and ProAssistant must be able to safely lift 75 pounds and move heavy items up and down stairs.

Competition

The market for your products is the general public, predominantly residential, whereby you will pick up an item at a retail site and deliver it to the customer's home. Business customers might require delivery of a parcel or supplies between two locations or to a client, assistance in an office move, or help moving documents or items to another facility. The delivery service industry is growing and become more competitive and will continue to grow in the future. You will compete with other national, regional and local businesses that offer similar delivery services, as well as other **BringPro** franchisees. Your **BringPro** and most competitors are generally located in areas with high business and population density. Your **BringPro** may operate in close proximity to competitors including other franchised competitors offering similar services.

Laws Affecting Your BringPro Business

You must comply with laws and regulations that apply to businesses and specifically to businesses that are in the pick-up and delivery/courier services industry as well as laws relating to entering people's homes. You as the ProDriver must obtain permits as required by your states legislation. For example, for California, a permit from the Department of Consumer affairs is required to move used household goods and a Motor Carrier Permit from the Department of Motor Vehicles is required to move new goods.

It will be your responsibility to ascertain any other local requirements and laws in your areas. You and your ProAssistant are required to have required insurances.

You will be subject to all applicable state and local licensing laws, codes and regulations, as they relate to the operation of a **BringPro Business**, including, but are not limited to tax rules, labor laws, commercial delivery vehicle laws, courier laws, business license requirements, security and privacy laws pertaining to entering customers' homes, as examples.

In light of a recent California Supreme Court ruling, California franchisees are cautioned to seek advice of an employment attorney as to treating the ProDriver and ProAssistant as "independent contractors" rather than as employee(s).

There may be other laws applicable to the business and we urge you to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing with the pick-up, set-up, and delivery/courier industry to be sure you are familiar with the current statutes and regulations that might apply. You should also investigate applicable county and city ordinances and regulations.

ITEM 2
BUSINESS EXPERIENCE

President and Founder, Director, and Supervising Trainer: James Garelli
Mr. Garelli is our President and Founder, Supervising Trainer and a Director since our inception in July 2018. Mr. Garelli is also the President of our affiliate and has operated the **BringPro** business in Orange County, California since January 2016. Previously, Mr. Garelli was the Vice President of Sales for Paul's TVs and Appliances in Irvine, California from 2009-2015.

Director: Gregory Hirsh
Mr. Hirsh is our Director since our inception in July 2018. He is also a Director of our affiliate since March 2015 and pre-incorporation Director since December 2014. Mr. Hirsh is also a co-owner of Pedego, Inc. since 2010.

Director: Donald DiCostanzo
Mr. DiCostanzo is our Director since our inception in July 2018. He is also a Director and Founder of our affiliate since March 2015 and pre-incorporation Director since December 2014. Mr. DiCostanzo is also the co-owner and CEO of Pedego, Inc./Pedego Electric Bikes, in Fountain Valley, California since 2008.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No person previously identified in Items 1 or 2 of this Item has been involved as a debtor in proceedings under the US Bankruptcy Code required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The Initial Fee for the **BringPro** franchise is $18,000 and is due in full upon signing your Franchise Agreement*, and is not refundable under any circumstances and considered fully earned. For any employee of us or our affiliate, the **BringPro** franchise initial fee is $1,000.* The initial fee for a second franchise is $10,000 if all qualifying conditions have been met.

**Subject to any state limitations outlined in the State Addendum indicated in Attachment F hereto*

ITEM 6
OTHER FEES

Type of fee	Amount	Due Date	Remarks
Royalty Fees See Note A.	10% of Gross Revenues with a weekly minimum of $125.	Payable weekly. We collect from the customers, and remit payment less 10% every Friday for the prior week's receipts.	Gross Revenues includes the full price of all goods and services you sell, including tips, whether or not you have received cash or other consideration. Gross Revenues does not include taxes or fees you are required to collect on behalf of the government.
Network Marketing Fee See Note B.	$250 per month.	Payable monthly. We deduct from customer receipts, on the first Friday of the month covering the fee due for prior month.	If your gross Revenues for the month are insufficient to cover this fee, we will collect it the following week.
Local Advertising and Marketing	Not less than $150 per month.	Monthly or as incurred	You must advertise locally and provide receipts to us upon request; we must approve your ads.

Type of fee	Amount	Due Date	Remarks
Cooperative Advertising	As determined by cooperative, payable to the advertising vendors	As determined by cooperative, payable to the vendors	If there are two or more Franchises in a marketing area, as we determine, you must participate in the cooperative and contribute moneys as determined by a majority vote of the cooperative.
Additional Trainee fee	We will train you and another employee included on the initial fee. Additional trainee fee (for more than 2 trainees) is currently $1,000 per person for the initial training program.	In advance of the training program(s)	If you obtain a new or replacement employee that person is required to complete training at the current fee. You are responsible for all compensation, salaries, benefits and travel-related expenses for you or any employees.
Ongoing inventory and supplies	Varies, payable to the vendors	According to purchase terms	You will buy the majority of your ongoing supplies from a vendor we designate.
Transfer Fee	One half the THEN current Initial fee.	Before completing transfer	Payable only if you sell your franchise or any part of your business to a new owner. Fee is waived if you transfer to a corporation or other entity with the same identical ownership and control.
Customer Relationship Fee See Note C	$250/month	Payable monthly. We deduct from customer receipts, on the first Friday of the month covering the fee due for prior month.	Payable to us or our affiliate to manage and operate the 800 call center. We may increase this upon 60 days notice to you, not to exceed $350/month
Technology Fee See Note D	$250/month	Payable monthly. We deduct from customer receipts, on the first Friday of the month covering the fee due for prior month.	Payable to us for management of our proprietary software application. We may increase this upon 60 days notice to you, not to exceed $350/month.
Accounting Services Fees See Note E	$207/month for accounting and payroll processing software	Payable monthly to vendors, timing based on start date.	You pay this directly to vendors

Type of fee	Amount	Due Date	Remarks
Third Party Software fees See Note E	Currently $55/month for services from third party vendors for system communication software tools including intranet and system email	Payable monthly to us. We deduct from customer receipts, on the first Friday of the month covering the fee due for prior month.	
Credit Card Processing	The current fee is 3% of amount charged.	Payable weekly to us. We deduct fee from customer receipts, on the first Friday of each week, covering the fee due for prior week.	
Audit Fee	Cost of the audit plus the amount of the underpayment	Immediately upon billing	Costs of audit payable only if an audit reveals that you have under reported Gross Revenues by more than 2%.
Renewal Fee	$2,500	Before consummating Renewal	You will be required to sign a new franchise agreement on then current form, which may contain different terms.
Late Payment, Interest	Late charge equal to 5% of payment due, together with interest at one percent (1%) per month, not to exceed highest legal rate in your state. The California legal rate is 10% per annum.	On receipt of invoice	Interest is payable on entire overdue amount beginning with the date payment is due until payment, late charge and interest is paid in full.
Dishonored Item Fee	$75 plus reimbursement of any financial institution charge to us	On notice following a dishonor, or non-payment.	
Franchise Agreement Violation Fee	$1,000 per offense	On notice following a violation	Due if you fail to timely cure a non-monetary default
Indemnification	Will vary under circumstances	As incurred	losses we suffer from the operation of your business
Costs and Attorneys Fees	Will vary under circumstances	As incurred	Awarded to prevailing party if you and we are involved in any legal claim

Unless otherwise indicated, the fees in this table are imposed by and are payable to us or our affiliate, and are non-refundable.

Notes Regarding Other Fees:

Note A. Gross Revenues

The minimum weekly royalty is waived the first 4 months you are open for business. Gross Revenues is the total selling price of all products and services and all income of every other kind related to the **BringPro**, (including without limitation income related to authorized delivery activities, all products sales provided from or related to your **BringPro,** whether for cash, credit, barter or otherwise, including proceeds from the sale of gift cards gift certificates, coupons or similar promotions, and regardless of collection in the case of credit extended. You will pay a monthly Royalty Fee of 10% of gross revenues. You will be paid via electronic funds transfer as we collect all funds (less cash and check) from the customer. Cash and check payment royalties will be deducted from transferred balance. The only exception is for sales tax collected.

Note B. Network Marketing Fees

You will pay a monthly Network Marketing Fee, of $250.00, which we collect by deducting from customer receipts the first Friday of the month for the prior month's fee. Network Marketing Fees are in addition to your local advertising and any cooperative advertising obligation. We may increase this with 60 days' notice not to exceed a maximum of $350.00 per month.

Note C. Customer Relationship Fee

We have an 800 call center service for accepting orders via telephone during normal business hours, more specifics are included in the Operations Manual. The Customer Relationship fee is for our maintenance and manning of the 800 line call center. You pay us a Customer Relationship Fee of $250.00 per month which we collect by deducting from customer receipts the first Friday of the month for the prior month's fee and can be increased upon 60 days' notice not to exceed $350.00 per month.

Note D. Technology Fee

Our affiliate owns and has licensed to us the proprietary software which is used to manage the **BringPro** ordering system; the "app" can be down-loaded by customers on their smart phone, tablet and/or customers may place orders for the service through our website. The technology fee is for maintenance of our proprietary software application, and, our website. You pay us a Technology Fee of $250.00 per month which we collect by deducting from customer receipts the first Friday of the month for the prior month's fee and can be increased upon 60 days notice not to exceed $350.00 per month.

Note E. Accounting Fees and Third Party Software fees

Accounting and payroll fees are based on vendors charges as of the date of this disclosure and are subject to change by the vendors, which you pay directly. Third party software fees are paid directly by you to us, which we collect from customer receipts the first Friday of the month for the prior months' fee, and paid by us directly to the 3rd party vendors. Amounts are subject to change by the vendors and by us. There is an initial set up fee of $500 for designated accounting services (bookkeeping).

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Category	Low Amount	High Amount	Method of Payment	When Due	To Whom Paid
Initial Fee (includes up to 2 people trained at the same time) (Note A)	$1,000	$18,000	Lump Sum	Upon Signing Franchise Agreement	Us
Tools and Moving Equipment (Note B)	$4,000	$4,300	Lump Sum	Before Opening	Vendors
Vehicle, and Branded wrap (Note C)	$6,400	$10,000	Lump Sum	At time of purchase	Vendors
Travel & Living Expenses While Attending Initial Training	$1,400	$2,000	As Incurred	As Incurred	Hotels, airline, Food, vendors, etc.
Computer Software and hardware	$3,200	$3,200	As Incurred	Before Opening	Vendors
Initial Accounting Set up	$500	$500	Lump Sum	Before Opening	Us
Initial Inventory (Note D)	$2,000	$2,000	As Incurred	Before Opening	Vendors
Office Furniture, and Supplies (Note E)	$200	$600	As Incurred	At time of purchase	Vendors
Grand Opening (Note F)	$2,500	$5,000	As Incurred	As incurred	Vendors
Insurance Vehicle and Business (Note G)	$2,000	$3,200	As Incurred	As Incurred	Vendor
Professional Fees (Note H)	$1,000	$3,000	As Incurred	As Incurred	Professionals
Permits	$100	$500	As Incurred	As Incurred	Municipality
Additional Funds (3 months) (Note I)	$5,000	$7,000	As Incurred	As Incurred	
TOTALS	**$29,300**	**$59,300**			

Notes Regarding Initial Investment:

Note A: Initial Fee

The initial Fee is $18,000 and includes training for 2 people trained at the same time. If you are an employee of us or our affiliate the initial fee is $1,000. You may have additional employees trained at your expense at the current training fee of $1,000 per person. In all cases, you are solely responsible for all salaries, compensation, benefits, travel and related expenses for trainees. You may request additional on-site training for $500 per day plus our travel and lodging expenses.

Note B: Tools and Small Equipment- Includes Tool box, ramp, moving equipment.

Note C: Vehicle and Branded Wrap

Our estimate represents the down payment or initial leasing costs on a new or used delivery vehicle, registration, motor carrier permit, state required transportation license, and the cost of branding with a wrap according to our specifications. If you purchase your vehicle outright instead of leasing or financing it, you will pay between $25,000 and $55,000. Currently the only approved vehicle is the Ford Transit. A used vehicle must not be older than 5 years, nor have more than 50,000 miles. Exceptions may be made with corporate approval.

You may not open the **BringPro** for business until we approve the Delivery Vehicle and wrap as being according to our specifications and standards and we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums.

Note D: Initial Inventory

Includes business supplies, packing materials, branded uniform shirts and other items you will use up as you conduct business.

Note:. Office Furniture and Supplies

We assume you will work from a home office. The low end assumes you have one already. The high end assumes you will purchase office furniture, printer, and storage such as file cabinets. We do not have a brand standard that you must meet, and customers will not visit your office, so you may use existing items or purchase them used, which may reduce the cost considerably.

Note F: Grand Opening.

We require a "grand opening" appropriate for your community, competitive situation and similar factors. The cost of a grand opening is difficult to estimate with accuracy because of local market factors, including the types of marketing media available, the cost of marketing space or time and the local competitive situation. We estimate that, in most areas, you can accomplish an adequate grand opening over a 90 day period for approximately $2,500 to $5,000.

Note G: Insurance.

We require you to purchase and maintain, at your expense, throughout the term of this Agreement vehicle/cargo insurance and business general liability insurance, in addition to auto insurance. The price of insurance varies widely; cost will vary based on vehicle and market rate, as well as your driving history; you should obtain a price quotation from your insurance agent or broker and not rely solely upon our estimate in planning to purchase the Franchise.

You must provide us with one or more certificates of insurance evidencing such coverage and naming us as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverage under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to us. Upon our request you must provide us with a copy of any insurance policy, including all endorsements.

You must also have workers compensation insurance in accordance with state requirements.

Note H: Legal and Accounting Professional Fees.

You may need an attorney to assist and advise you in setting up your business organization and reviewing contract documents. This estimate does not include any ongoing needs for legal services in connection with relationships with customers or vendors. Depending upon your experience and staffing, you will need accounting services, which will be extra. You should consult your accountant for an estimate of fees. This amount will vary based on what the Professional charges.

Note I: Additional Funds.

The estimate is based on funds needed to cover additional operating costs prior to opening, and during your first three months. Costs exclude your salary as the franchisee, but includes payroll for employees during the first three months, including benefits and workers compensation insurance. This also includes operating expenses not already detailed such as telephone/internet access, operating costs for vehicles, and similar costs of doing business. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as, how closely you follow our methods and procedures, your management skill, experience and business acumen; local economic conditions; the local market for the services you offer; the prevailing wage rate; competition; and the sales level you reach during the initial period. This is not a break-even period and your actual break-even period may likely be longer. You may need additional funds before your **BringPro** breaks even and are advised to seek professional assistance in determining your own expenses and budget. You are further advised to have access to more than the estimated additional funds, as delays in obtaining the vehicle, equipment and inventory, or employee training or other factors may utilize your additional funds prior to your business achieving a profit. We do not provide direct or indirect financing to our franchisees.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase from an approved supplier the required Vehicle, branded wrap, equipment, and inventory, to start or operate the **BringPro**. The approved vendor lists will be indicated in the Confidential Operations Manual, and may change from time to time.

We or our affiliate are an approved vendor of the proprietary software and the 800 call center services. We reserve the right to be an approved vendor for other required purchases in the future.

Since we have not sold any franchises as of the date of this Disclosure, neither we nor our affiliate derived any revenue from vendors based on required purchases by franchisees made in accordance with our specifications, but we may in the future.

We may approve other vendors if you request it in writing or if a vendor requests it and if the vendor demonstrates to our satisfaction that it is financially stable and can provide product(s) or service(s) that meet our specifications and that are consistent with our image. These specifications include quality and durability of the items, whether the items meet all specifications of current items, the timeliness and efficiency of the vendor ordering process and efficient delivery timelines, the general availability of the items, the reputation and good will of the proposed new vendor, and other specifications which we may determine in our sole judgment based on the specific items to be obtained from the proposed new vendor. We charge a $1,000 fee to cover our costs in evaluating a proposed vendor and testing the items. We will normally make our decision within sixty days. We reserve the right to disapprove any previously approved vendor whose performance falls below our standards. Specifications and standards are issued to franchisees and approved suppliers upon request. Franchisor's criteria for supplier approval is available to franchisees upon request.

We may receive rebates, discounts and allowances from some vendors with whom you do business from 0 to 15%. We will place such monies in either the Network Marketing Fund and/or use the funds for marketing events and annual meetings.

Please review Item 11 for information regarding computer hardware and software you must purchase or license.

We may negotiate purchase arrangements with suppliers for your benefit in the future. Except as described in this Item, we do not currently provide any material benefits to you based upon your use of designated or approved sources.

We estimate that approximately 40% to 65% of your total purchases in connection with *establishing* your **BringPro** will be in accordance with required specifications.

We estimate that approximately 50% of your total purchases in connection with *operating* your **BringPro** will be in accordance with required specifications.

ITEM 9
FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS FRANCHISE DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	N/A	11
b. Pre-opening purchases/leases	6, 7, Exhibits C, D	7
c. Site development and other pre-opening requirements	1, 6	5, 7, 17
d. Initial and ongoing training	4, 7	11
e. Opening	N/A	
f. Fees	2	5, 6, 7
g. Compliance with standards and policies/Operating Manual	1, 5, 6, 7	7, 8, 11
h. Trademarks and proprietary information	1, 2, 5	13
i. Restrictions on products/services	1, 6, 7	8, 16
j. Warranty and customer service requirements	4, 7	
k. Territorial development and sales quotas	None	None

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
l. Ongoing product/service purchases	7	6, 8, 16
m. Maintenance, appearance and remodeling requirements	7	7, 11
n. Insurance	8	7
o. Marketing	2, 7	11
p. Indemnification	8	17
q. Owner's participation	7	15
r. Records/reports	3	6
s. Inspections/audits	3	6
t. Transfer	12	17
u. Renewal	9	17
v. Post-termination obligations	16, 17	17
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ITEM 10
FINANCING

We do not offer financing for any purpose but reserve the right to do so.

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

Pre-Opening Obligations.

Except as listed below, we need not provide any assistance to you.

Before you open your **BringPro Business**, we will:

1. License you to use our Marks and System in connection with your **BringPro Business** (Franchise Agreement - Article 1);

2. Designate your Market Area (Franchise Agreement - Article 1);

3. Provide you with list of required Tools and Moving Equipment (Franchise Agreement Article 6; Exhibit C of Franchise Agreement.

4. Provide you with a list of Initial Inventory Supplies, (Franchise Agreement Article 6; Exhibit D of Franchise Agreement);

5. Identify your **BringPro** area as available for service, on our main website: www.BringPro.com (Franchise Agreement Article 2);

6. Provide an 800 call center number for you to market to prospective customers (Franchise Agreement, Article 2.);

7. Provide you with access to Third Party Software needed to operate your BringPro business (Franchise agreement, Article 2);

8. Provide you with access to and license to you our Proprietary Software Application **BringProNet,** through which customers will order your services (Franchise Agreement Article 2);

9. Provide to you access to credit card processing set up services for your customer orders (Franchise Agreement, Article 2):

10. Loan you or provide electronic access to our Operations Manual, which will contain operations specifications, standards, procedures, processes, and requirements and trademark standards, which may be in a variety of formats, including paper, electronic, webinars, etc. The Operations Manual is confidential and remains our property. We will modify the Operations Manual, from time to time and you are required to comply with all changes. Attachment D to this Disclosure Document includes a copy of the Operations Manual's table of contents. The Operations Manual currently contains approximately 202 pages. (Franchise Agreement - Article 1); and

11. Provide initial training for you and one additional person as provided below upon your payment of the training fee.

Post Opening Obligations

After you open your **BringPro** business, we will:

1. Take any actions we deem appropriate to protect or defend the Marks or System (Franchise Agreement - Article 1);

2. Provide you periodic updates to the Operations Manual (Franchise Agreement - Article 1);

3. Maintain and provide you with updates to our proprietary software **BringProNet** (Franchise agreement, Article 2.)

4. Provide pricing guidelines for current market areas served, including multi-location corporate accounts.

5. Provide an initial training program for any new **ProDriver** or **ProAssist,** and for certain other employees, at our regular charge for the training -no fee for 2 people trained initially at same time; current fee for extra person is $1,000. (Franchise Agreement - Articles 4 & 5);

6. Provide periodic consultation and advice concerning your operation of the **BringPro** business and to generally be of assistance (Franchise Agreement, Article 1);

7. Provide you specifically requested additional training onsite at a mutually agreeable time for the current daily additional training fee (currently $500 per day). Franchise Agreement, Article 4);

8. Maintain the website: **www.BringPro.com** on which Franchisee's Market Area will be listed as available;

9. Maintain and man the 800 call center customer phone number (Franchise Agreement Article 2).

10. Manage the Network Marketing Program and manage the Network Marketing Fees (Franchise Agreement, Article 2);

11. Provide in our sole discretion, any updates changes, addition or deletions to the System, the Marks, the business model in general or the software required (Franchise Agreement Articles 1.)

MARKETING AND ADVERTISING

Local Area Advertising

You are required to spend at least $150 per month on local area advertising and must provide us with proof of expenditures upon our request. You must obtain our prior consent for local advertising. You may not use any advertising or marketing without our consent and may not utilize any ads we do not approve, which approval we may withhold in our sole discretion to protect our brand and image.

Grand Opening

You are required to spend between $2,500 to $5,000 in a Grand Opening promotions over a 90 day period, and provide us a plan we will approve. The plan typically includes Public Relations, Media Outreach, Social Media, Events-Set up, Mailers, advertising, and on-site presence and promotions and will be developed collaboratively with us during initial training. (Franchise Agreement, section 2)

Promotions

You are required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card or loyalty program we institute. (Franchise Agreement, section 2)

Local Advertising Cooperative

If at any time there are two or more **BringPro** franchisees locations within a marketing area you must form a local marketing cooperative and you must participate. We will decide and may modify the size and location of any marketing area. A local marketing cooperative, by a majority vote, may assess determine the amount of dues, and the advertising to participate in, and will make its own rules and procedures and administer its own funds. We will act as an advisor when needed, but will not participate in the dues or administering of the funds collected or to be collected, unless all the members request this of us.

You may not engage in sales through alternative distribution channels or the Internet, other than through our proprietary software application, and specifically authorized marketing initiatives we develop or approve.

Network Marketing Fund

We have established a Marketing Fund (the "Fund") for such advertising, marketing and public relations programs as we, in our sole discretion, may deem necessary or appropriate to promote **BringPro** businesses. In order to promote the brand awareness for the benefit of all franchisees, you must participate in all advertising and public relations programs instituted by the Fund. If and when we do establish the Fund, we will administer the Fund as follows:

You will pay $250.00 per month into the Fund; the Fund may place advertising in any media, including print, radio and television. The coverage is typically regional and national in nature. Advertising may be developed in-house and/or by regional and national advertising agencies. We will direct all advertising and public relations programs financed by the Fund, with sole discretion of approval over agencies, spokespersons, creative concepts, materials, and media placements and allocations used in the programs. The Fund may be used to pay the following examples, including but not limited to: the costs of researching, preparing, maintaining, administering and directing advertising and promotional materials and programs (including the costs of preparing and conducting television, radio, magazine, newspaper, direct mail and coupon advertising campaigns and other public relations activities; employing advertising agencies, and providing promotional brochures and other marketing materials to franchisees in the System) and maintenance of our main website **www.BringPro.com.** No money will be spent by the Fund to solicit new franchisees except for the presence of the “franchises available page(s)” on the website. The Fund may be used to cover administrative costs and overhead we may incur including salary costs of employees working for the Fund, up to 15%.

All **BringPro** locations owned by us or our affiliates will contribute to the Fund on the same basis as you.

We may increase the fund requirement with 60 days’ notice, and will not exceed $350.00 per month.

The Fund will be accounted for separately from our other funds. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all **BringPro** franchises to the Fund in that year, and the Fund may borrow from us or other lenders at standard commercial interest rates to cover deficits of the Fund or cause the Fund to invest any surplus for future use by the Fund. A statement of monies collected and costs incurred by the Fund will be prepared annually by us and will be furnished to you upon written request. This statement will not be audited.

The Fund is intended to maximize recognition of the Marks and patronage of the **BringPro** franchisees generally. Although we will endeavor to utilize the Fund to develop advertising and marketing materials and programs, and to place advertising, in order to benefit all **BringPro** franchisees, we undertake no obligation to ensure that expenditures by the Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Fund by the **BringPro** franchisees operating in that geographic area or that any **BringPro** franchisee will benefit directly or in proportion to its contribution to the Fund from the development of advertising and marketing materials or the placement of advertising. Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Fund. We have no fiduciary obligation to you or any other **BringPro** franchisee in connection with the establishment of the Fund or the collection, control or administration of monies paid into the Fund. We expect to focus all marketing using Network Marketing Fees in areas where we have one or more franchisees, although the

Agreement does not require us to benefit you with every marketing program. We may charge our marketing research, development and production expenses against the Network Marketing Fees. Any Network Marketing fees not used during any one year remain in the marketing fund for the next year. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Fund.

As of the effective date of this Franchise Disclosure Document, no money has been collected or spent by the Fund.

Advisory Councils

We currently do not have an advisory council. We have the right to form, change or dissolve any advisory council.

COMPUTER HARDWARE AND SOFTWARE

We will license you our proprietary software application and you are required to use our proprietary software application and pay us a monthly fee of $250.00 for us to maintain the software.

You will need the following computer hardware and additional software in the operation of the **BringPro:**

Laptop or other computer, with internet capability, as well as accounting software, systems communications software and marketing software, as we specify in the Operations Manual.

We reserve the right to modify, change, delete or add computer specifications in the future.

We will have access to monitor your sales, and other information through the proprietary software application system.

We require you to have high speed internet access.

We estimate the total initial cost of the hardware and software to be to be approximately $1,000.

You are responsible to maintain and repair your hardware and to update or upgrade your general software. We cannot estimate the costs of upgrades as it will depend on if you already have used equipment and software or are purchasing new. We may recommend or require additional hardware.

We may in the future require you to purchase and install and use any upgraded proprietary software, or a separate POS system or additional computer hardware and software. If we do require any upgraded systems we do not anticipate it to cost more than $1,500 initially but we cannot predict the future needs of the business.

SITE SELECTION AND TIME TO OPEN

We do not require a particular site to operate your **BringPro** and you may operate it from your home office. If you use an outside office, it should be for personal use only and not for customer access.

The typical length of time between when you sign the Franchise Agreement and the time when your **BringPro** opens for business will generally be 1 to 2 months, but may be longer. The factors affecting this length of time include the time necessary for you to obtain your vehicle, tools, inventory insurance and hire employees, and attend training.

In determining whether or not to terminate current employment you must take into account that there is always uncertainty about how long it will take to open your **BringPro** and about whether you will successfully complete training.

TRAININ

Our Initial Training Program consists of approximately 40 hours total with approximately 24 hours of "On the Job" instruction and approximately 16 hours of "classroom" type instruction, (over a 1 week period) concerning all aspects of the operation and management of the **BringPro,** including review and discussion of the Confidential Operations Manual. We will be available to advise and assist you in opening the **BringPro** by coordinating your pre-opening activities and operations, as we deem necessary for the opening of your Business.

Listed below is a chart showing our tentative training schedule, the principal instructor, the instructional material you will use, and the location of the training:

Initial Training

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
BringPro History, Mission, Core Values	1	0	BringPro offices in Irvine, or other designated location
Overview of the Relationship with the Franchisor	1	0	BringPro offices in Irvine, or other designated location
Overview of the Pre-Opening Process	1	0	BringPro offices in Irvine, or other designated location
Customer Service, including handling complaints, damages, etc.	2	0	BringPro offices in Irvine, or other designated location
Importance of Communication	1	0	BringPro offices in Irvine, or other designated location
Sales Procedures	2	3	BringPro offices in Irvine, or other designated location
Vehicle and Equipment Management	1	1	BringPro offices in Irvine, or other designated location
Providing the Service	2	12	BringPro offices in Irvine, or other designated location
Using the Apps	2	4	BringPro offices in Irvine, or other designated location
Financial reporting, accounting, billing	1	1	BringPro offices in Irvine, or other designated location
Job Site Safety and Safe Lifting	1	2	BringPro offices in Irvine, or other designated location
Marketing	1	1	BringPro offices in Irvine, or other designated location
Total	**16**	**24**	**40 hours**

All times are approximate and we may adjust them based upon your experience and rate of learning. The above schedule is only an estimate and not a definitive set of hours. We have not, as of the date of this Disclosure Document, sold any franchises and therefore we may add topics and hours and delete topics and hours based on our refinement of the Training Program once we have trained several franchisees.

Mr. Garelli will coordinate and supervise training, which may include bringing in other appropriate persons to conduct parts or all of the training. Please refer to Item 2 for biographical information of the trainer(s).

We do not have an additional charge for the Initial Training Program, which is included in your initial franchise fee, for a total of two people being trained together; You must pay the travel and living expenses for you and your trainees. An additional training fee of $1,000 is due for any trainees beyond two. All training occurs at our **Irvine**, **California** offices, and/or in the future may occur at one or more operating **BringPro** locations**,** or other locations as we designate. The ProDriver and the ProAssistant trainees must successfully complete the Initial Training Program. We will decide whether you successfully complete the Initial Training Program based upon knowledge, test results and our observations of your ability to use the knowledge effectively, and we may have a written or oral exam after training. If we do and if you do not pass the exam, you may retake it or retake the training for an additional fee.

You are responsible for training *all* your employees, except those who are required to go through our Initial Training Program. You are solely responsible for all recruitment, hiring and management of your employees. We do not consult on or participate in employee hiring, management, payroll, or employment legal obligations. **You are advised to consult appropriate employment professionals.**

Additional training requested by you on your site will be $500 per day plus travel expenses.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from the **BringPro** business that we own, or from other channels of distribution or competitive brands that we may own or in the future own or control.

We do not grant protected territories. You will be granted a market area within which you will be allowed to accept orders for your **BringPro** services. ("Market Area") The Market Area will be described in Exhibit B to the Franchise Agreement. The Market Area is not exclusive and we may grant other **BringPro** franchisees the same Market Area and our company **BringPro** business may also service the Market Area. Depending on the population we may limit the number of franchisees in any given Market Area, at our sole discretion.

You are permitted to operate your **BringPro** Business only at a home office location (or other personal office location) within your Market Area.

Your customers will come from your Market Area, if they seek service through the proprietary software application, through our website online ordering process, or through our 1-800 call center line or through your direct marketing in the Market Area. You will not receive every service request from your Market Area, if there is another franchisee in the same Market Area, or if we have our corporate **BringPro** vehicle operating in the same market**.** You may only engage in direct marketing within your Market Area, except with our prior approval.

You are expected to operate the business at least 40 hours a week, during general business hours; You must accept all service requests that come from your Market Area during normal business hours, unless there are exceptional or emergency circumstances, or you are physically not in the area such as a planned vacation. (Planned vacations must be communicated in advance to us so we will know you are unavailable to accept a service request). Not accepting a service request (unless you are on vacation or other personal reason) will result in a loss in Good Will for the **BringPro** brand as a whole, and specifically for your Market Area. Therefore, you must be prepared to accept all service requests at all times during normal business hours. Should you be unavailable on more than once per week we may consider this in determining whether to award additional franchisees in your Market Area and/or whether to terminate your franchise agreement.

It may be possible to receive a customer from outside your Market Area that specifically requests you. In addition, if there are no other franchisees available in an area outside your Market Area, it is possible we will route the service request to you. You are not required to accept such service requests originating from outside your Market Area, but are encouraged to do so if convenient.

We reserve the right to provide service to customers in connection with certain events even though they may be located within the boundaries of your Market Area, such as Home shows, trade fairs, exhibitions and community events. We also reserve the right to service certain areas inside your Market Area such as: Malls, amuzement parks, universities, hospitals, or similar closed area locations or facilities. We, or a person we designate, may directly or indirectly sell and distribute goods and services at those locations, including the same goods and services you offer and may use the Marks, without paying you or any other franchisee. In addition, we may offer products and services under the same or a different trade name or trademark, including within your Market Area, through alternative distribution methods, including through independent retail outlets, catalogs, mail order and through electronic media, including television, radio, the internet and through other new or emerging commercial technological media without paying you or any other franchisee.

We reserve the right to enter into arrangements with customers, which have multi offices that may or may not cross state lines (Multi-Location Accounts). We may contract for special pricing with Multi-Location Accounts, and you must accept the agreed pricing with any Multi-Location account in your Market Area. You will not receive exclusivity for jobs from any such Multi-Location Account in your Market Area.

You are encouraged to market your services in your Market Area through guidelines we suggest or other methods on your own, however, you will not separately market your services over the Internet through social media, nor through other alternative distribution methods, except in accordance with our policies outlined in the Operations Manual.

You will follow our social media policies outlined in the Operations Manual.

We will not alter your Market Area without your consent. However, we reserve the right to award additional franchisees or a company owned **BringPro** business(es) in your Market Area at any time at our sole discretion.

Your continued Market Area rights are not *at this time,* affected by your sales volume, market penetration or any other contingency. However, we reserve the right in the future to institute minimum sales quotas; if we do we will give you at least 90 days notice of such new program.

The Franchise Agreement does not grant you any options, rights of first refusal or similar rights to acquire additional franchises within the Market Area or contiguous areas. However if you wish to acquire a 2nd Van and wish to add adjacent area to your Market Area, this would be considered a second franchise for which you must apply. If you qualify, you will pay us the franchise fee for a second franchise listed in Item 5.

ITEM 13
TRADEMARKS

Our affiliate owns the following trademarks and applications and has given us a world-wide license to use and franchise the follow Marks:

Registration Number Or Serial Number	Date of Registration Or Application	Mark	Class
Registration 4977665	Registration Date June 14, 2016	**BRINGPRO**	039 Courier services
Registration 5708864	Registration Date March 26, 2019		039 Courier services
Registration 5708861	Registration Date March 26, 2019	bringpro	039 Courier services

We give you the right to use the name "**BringPro"** and other trade names, trademarks, service marks, trade dress and logos we currently use or which we may adopt or approve (the "Marks") in the **BringPro,** and any other logos we adopt or designate.

You must follow our rules when you use the Marks. You may only use the Marks exactly as we specify. You may not use any of the Marks in connection with the offer or sale of any unauthorized product or service.

There are no presently active determinations of the USPTO or any state or any court, any pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks that is relevant to your ability to use the Marks in connection with the **BringPro Business**.

There are no agreements that significantly limit our rights to use or license you to use the Marks in any manner material to the **BringPro Business**.

You must inform us if you become aware of any misuse or misappropriation of the Marks or anything confusingly similar. You may not start any litigation relating to the wrongful use of the Marks without our prior written approval. We may take whatever action we deem appropriate to protect or defend the Marks or System, but we need not take any action.

We do not know of any person claiming or having superior rights to any of the Marks or of any infringing uses of the Marks that could materially affect your use of the Marks.

If a third party sues you claiming that you are infringing the trademark or trade name of the third party by using the Marks, you must inform us immediately. We will determine whether or not to defend and indemnify you in this lawsuit, and if we do, we have the right to control the litigation including any settlements, which we will indemnify you for. However, we will not agree to any judgment against you.

It may become necessary in our sole discretion, because of trademark litigation, a decision of the USPTO, or otherwise, to change the Marks. In that event, you must adopt the new or revised Marks at your cost, unless the change is as a result of a trademark infringement judgment for our use and your use, and in such case, and our maximum liability, is to reimburse you for the actual out-of-pocket costs of changing the principal signs identifying your **BringPro Business.**

Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

You may not use our Marks, the name or the name **"BringPro**" in your corporate or LLC name. You or your corporation or LLC may file a fictitious business name statement in the county where your **BringPro Business** is located, with our prior consent as to format of the name.

We may change the System presently identified by the Marks, including the adoption of new Marks, new products, new equipment or new techniques and you must adopt the changes in the System at your cost. You must comply within a reasonable time if we notify you to discontinue or modify your use of any Mark. Except as provided in this Item 13, we will have no liability or obligation to reimburse you for your modification or discontinuance of any Mark or costs of implementing a new Mark.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents, but claim copyright protection for our Proprietary Software, **BringProNet.** You will not copy, reverse engineer or otherwise duplicate or substantially duplicate any of our proprietary software.

We also claim copyright protection in the Operations Manual and revisions, and all training materials we provide or sell to you and your employees, all of which is confidential and proprietary. We have not registered any copyrights, but may in the future.

The Manual(s), the contents of each, and certain other information we will provide to you, including certain internal materials, financial information, including reports on marketing funds expenditures, are all confidential information and proprietary. All information we provide to you or which you develop in the course of performing under the Franchise Agreement, which is not generally available to the public is our proprietary Information. You are responsible for protecting all proprietary and confidential Information and you will not transfer or sell the same to anyone at any time, except as part of a sale of your **BringPro** in accordance with the Franchise Agreement.

All of your employees must sign a confidentiality agreement in which they promise to keep confidential, all of our proprietary and confidential information, and to follow our directions regarding its use. The current form of confidentiality agreement is Exhibit I to the Franchise Agreement.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISED BUSINESS

You must devote your full time and effort to managing and operating the **BringPro Business, and must be the ProDriver of the Van, or designate someone to be the ProDriver who must go through our training.** You cannot allow any other driver unless such driver has gone through our training and your screening program, and has obtained all the required insurance necessary. If the franchisee is or will be a corporation or other entity, you must be majority owner and must personally guaranty the Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale only services we approve. You must offer all required services under our Marks and following our System. You must obtain your inventory, supplies and equipment from vendors and suppliers we approve.

You must use our Proprietary Software, and other software specified. We and our affiliate are the only approved supplier for the Proprietary Software.

You must use our Marks we designate. We have sole discretion in determining what constitutes the **BringPro** image.

You will not separately sell services through alternative distribution channels or through the Internet on in any online manner.

We may change the System or any part of the System at any time, and you must implement all changes at your expense. We own any improvements or changes in the System whether we, you or other franchisees develop them and have the right to adopt and perfect such improvements or changes without compensating you. If we modify the System, you must, at your own expense, adopt and use the modification(s) as if they were part of the System at the time you signed the Agreement, providing we implement such changes across all the franchisees. There are no restrictions on our right to modify the types of goods and services you will offer that we determine should be offered at all **BringPro Businesses.**

You may not use your **BringPro Business** for any purposes other than the operation of the **BringPro** in full compliance with the Franchise Agreement and Operations Manual. You must purchase, use and offer each only the services and products we designate, and no others.

You must operate your **BringPro** all days and during the minimum hours we prescribe in the Operations Manual, unless you obtain our prior written consent. Your operations must comply with all laws, including, but not limited to, laws on pick-up, set-up and delivery/courier services, including entering customers' homes. You must investigate these laws and ensure compliance.

Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases in our discretion. Granting an exception to another franchisee does not require us to grant you that *or* any exception. We may add to, modify or discontinue the approved list of menu items, ingredients, preparation processes, or other goods and services you must offer. We communicate changes by written bulletin or revisions to the Operations Manual. There is no limit on our right to impose these modifications. You will be given reasonable time (at least 30 days) after notice from us to implement changes and stop selling particular items which we delete from the approved list.

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 attached to this Franchise Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
a.	Term of the Franchise	Article 1.01	10 years.
b.	Renewal or extension of the term	Article 9.01	If you are in good standing and we continue the offering franchises in your area, you may renew for another 10 year term under the then-current agreement, which may be materially different than the agreement we are now offering.
c.	Requirements for you to renew or extend	Article 9.02	Be in good standing, sign new agreement, update or replace equipment/Van, give 6 months' notice and pay a fee of $2,500
d.	Termination by You	None	
e.	Termination by Franchisor without cause	None	
f.	Termination by Franchisor with cause	Article 15a-c	We may terminate only for cause.
g.	"Cause" defined--defaults which can be cured	Article 15a	You have 30 days to cure any breach of the Agreement except for non-curable defaults
h.	"Cause" defined--defaults which cannot be cured	Articles 4.01 &15b	Non-curable defaults: your involvement in any of the following involving the BringPro Delivery Vehicle: serious, intentional vehicle code violation, serious accident you cause, uncorrected vehicle code violations, vehicle is impounded more than 10 days; unauthorized transfer; misuse of Marks; violation of any law, rule, codes, or regulations affecting the business; failure to maintain insurance; failure to operate the business under the Marks, or accordance with the Operations Manual, failure to obtain an approved delivery Vehicle within 90 days of signing franchise agreement, failure to provide estoppel certificate, failure to complete training successfully, repeated defaults, even if cured; you are adjudged bankrupt; assignment for benefit of creditors; abandonment of business; failure to correct any codes violation or regulations; conviction of a felony, unethical or dishonest business dealings; termination of any other agreement between you and us for cause; too many customer complaints.

	Provision	Section in Franchise Agreement	Summary
i.	Your obligations on termination/expiration	Articles 16a-h & 17.01-17.03	No further use of Marks, call center, telephone numbers, computer software, trade secrets or the Manual; certain notification obligations; payment of sums due to us; We have option to purchase the business assets/Van for Fair Market Value; You must cooperate in the purchase, in order to facilitate a smooth transition.
j.	Assignment of contract by Franchisor	Article 12.05	No restriction on our right to assign if our assignee assumes all of our obligations.
k.	"Transfer" by You--definition	Article 12.01	Includes any assignment, transfer, sale, or encumbrance of the Agreement, the Franchise, the assets of your business, the Van or majority ownership interest in the Franchisee if you are a corporation, partnership or limited liability company or other form of Entity.
l.	Franchisor's approval of transfer by franchisee	Articles 12.01, 12.04	Franchisor has the right to approve or disapprove all transfers.
m.	Conditions for Franchisor's approval of transfer	Articles 12.02-12.05	You are current in all fees to us; You are not in material breach of the Agreement; You have paid all debts of your business; new Franchisee signs release of claims against Us for representations You made; You sign a mutual termination and release of the Agreement; We receive transfer fee One-half the THEN current Initial Fee; new Franchisee signs the then-current form of Agreement, new Franchisee qualifies; new Franchisee (both ProDriver and ProAssistant) successfully completes initial training program; new Franchisee obtains rights to your Van if buying, and we receive 30 day right of first refusal.
n.	Franchisor's right of first refusal to acquire Your business	Article 12.02(k)	We may match any offer for your business.
o.	Franchisor's option to purchase Your business	Article 17.02	On termination or expiration, we may purchase any part of your business at the fair market value of the tangible personal property purchased.
p.	Your death or disability	Articles 13.01-13.03	Your heirs or personal representative must, within 6 months, either (i) request the right to continue to operate the business, subject to Article 13 of the Agreement except that no transfer fee will be payable, or (ii) sell the **BringPro** to a third party, subject to Article 13 of the Agreement. The same applies if You become disabled as defined in Article 14 of the Agreement.
q.	Non-competition covenants during the term of the franchise	Articles 16a-h	No involvement in any competing business in your Market Area or any adjacent Market Area in all directions, during the term, nor solicit or divert any of our customers or vendors or customers or vendors of any other franchisee, disclose any trade secrets, or solicit or hire any of our employees, former employees or franchisees. .

	Provision	Section in Franchise Agreement	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Articles 16a-h	Subject to State laws, for 24 months, you must not compete with us within 20 miles of the boundaries of your Market Area, solicit or divert any of our customers or vendors or customers or vendors of any other franchisee, disclose any trade secrets, or solicit or hire any of our employees, former employees or franchisees. Subject to State laws, for 24 months, you will not be employed by or in business with any person or entity that does any of those things.
s.	Modification of the agreement	Article 20.12	Only by written agreement; We may modify Operations Manual at any time.
t.	Integration/merger clause	Article 20.11	Only the terms of this Franchise Disclosure Document and the Franchise Agreement are binding (subject to state law). Any other promises or agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Article 18.01-18.05	Except for actions for the sole purpose of collecting unpaid monies, including franchise fees, royalties or Marketing Fees or to enforce trademark or trade secret rights and covenants against competition, we and you will settle all disputes by mandatory binding Arbitration.
v.	Choice of forum	Article 18.01, 18.03	Litigation or arbitration must be in the state of **California**.
w.	Choice of law	Article 20.09	The law of the state of California applies except as related to post term non-competition clause, then state where Franchisee is located applies.

ITEM 18.
PUBLIC FIGURES

We do not currently use any public figure to promote the **BringPro** franchise.

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.

We have no franchisees as of the date of this Disclosure Document.

The following are actual monthly and annual revenue for our affiliate's **BringPro** business in Orange County, California by Year since its inception in 2015 through 2018.

Revenue consists of all amounts received for Pick-up, Set up and Delivery/Courier Services, by cash check or credit.

The affiliate has a total of 4 Delivery Vehicles. Your franchise will only have one Delivery Vehicle.

The sales per vehicle below are based on an average of the monthly sales per vehicle, which are the result of dividing the sales for the month by number of Franchisor-vehicles in service.

2015 Sales

Month	Revenue	Owned Trucks	Sales Per Truck
Jan-15	$ 0	0	-
Feb-15	$ 0	0	-
Mar-15	$ 29	1	29
Apr-15	$ 1,139	1	1,139
May-15	$ 735	1	735
Jun-15	$ 2,038	1	2,038
Jul-15	$ 4,408	1	4,408
Aug-15	$ 3,681	1	3,681
Sep-15	$ 6,663	1	6,663
Oct-15	$ 5,344	3	1,781
Nov-15	$ 12,009	3	4,003
Dec-15	$ 12,446	3	4,149

Annual Revenue	$ 48,492
Average Monthly Revenue	$ 4,041
Median Revenue	$ 4,045

2016 Sales

Month	Revenue	Owned Trucks	Sales Per Truck
Jan-16	$ 17,599	3	5,866
Feb-16	$ 15,630	3	5,210
Mar-16	$ 27,042	3	9,014
Apr-16	$ 22,499	4	5,625
May-16	$ 30,582	4	7,646
Jun-16	$ 35,139	4	8,785
Jul-16	$ 37,736	4	9,434
Aug-16	$ 42,821	4	10,705
Sep-16	$ 43,804	4	10,951
Oct-16	$ 37,093	4	9,273
Nov-16	$ 45,056	4	11,264
Dec-16	$ 39,428	4	9,857

Annual Revenue	$ 394,429
Average Monthly Revenue	$ 32,869
Median Revenue	$ 36,116

2017 Sales			
Month	Revenue	Owned Trucks	Sales Per Truck
Jan-17	$ 40,511	4	10,128
Feb-17	$ 35,724	4	8,931
Mar-17	$ 48,199	4	12,050
Apr-17	$ 42,570	4	10,643
May-17	$ 54,666	4	13,667
Jun-17	$ 44,045	4	11,011
Jul-17	$ 52,680	4	13,170
Aug-17	$ 62,715	4	15,679
Sep-17	$ 38,085	4	9,521
Oct-17	$ 38,134	4	9,534
Nov-17	$ 45,004	4	11,251
Dec-17	$ 55,961	4	13,990

Annual Revenue	$ 558,294
Average Monthly Revenue	$ 46,525
Median Revenue	$ 44,525

2018 Sales			
Month	Revenue	Owned Trucks	Sales Per Truck
Jan-18	$ 64,749	4	16,187
Feb-18	$ 44,321	4	11,080
Mar-18	$ 57,920	4	14,480
Apr-18	$ 50,415	4	12,604
May-18	$ 67,406	4	16,852
Jun-18	$ 58,667	4	14,667
Jul-18	$ 65,625	4	16,406
Aug-18	$ 63,258	4	15,815
Sep-18	$ 48,675	4	12,169
Oct-18	$ 62,799	4	15,700
Nov-18	$ 50,278	4	12,570
Dec-18	$ 55,030	4	13,758

Annual Revenue	$689,143
Average Monthly Revenue	$ 57,429
Median Revenue	$ 58,294

We have no individual franchisees. Your individual results may vary. There is no assurance that you will sell as much. You will only have one Delivery Vehicle in your franchised business. Our affiliate has 4 Delivery Vehicles.

Month and Year Delivery Vehicles purchased, and type of Vehicle.

Dodge	12/31/14
Ford 250	9/8/15
Ford 250	9/24/15
Ford 350	3/18/16

The specific make and model of the 4 delivery vehicles are consistent with or similar to the make and model that you will be expected to use in your franchise business. All Delivery Vehicles were operating 40-60 hours a week 52 weeks per year, during all the years. All vehicles contained 2 employees.

The earnings claims figures above do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For years 2016 to 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned*	2016	1	1	0
	2017	1	1	0
	2018	1	1	0
Total Outlets	2016	1	1	0
	2017	1	1	0
	2018	1	1	0

*Owned by affiliate

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016 to 2018

State	Year	Number of Transfers
Total	2016	0
	2017	0
	2018	0

Table 3
Status of Franchised Outlets
For Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Terminated	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
TOTAL	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets*
For Years 2016 to 2018

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
CA	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

* Owned by Affiliates

Table 5
Projected Openings As of December 31, 2019

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Fiscal Year
California	0	1	0
TOTALS	0	0	0

ITEM 21.
FINANCIAL STATEMENTS

EXHIBIT A contains Financial Statements, which have been Audited, for the period ending December 31, 2018. We (the Franchisor entity) have not been in business for 3 years so we cannot provide the required 3 years of financial statements.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following are the contracts and agreements you may be asked to sign that are included in this Franchise Disclosure Document:

Franchise Agreement-FDD Attachment B
Lease Conditional Assignment Agreement, Franchise Agreement, Exhibit E
Assignment of Telephone numbers, Franchise Agreement, Exhibit F
Personal Guarantee-Franchise Agreement, Exhibit G
Electronic Funds Transfer Authorization, Franchise Agreement, Exhibit H
General Release-FDD Attachment G

ITEM 23.
RECEIPT

There are two identical copies of the RECEIPT at the end of this Franchise Disclosure Document. Please remove one copy, sign and date it the day you received it, and return it to us. The other copy is for your records.

BRINGPRO®

FRANCHISE DISCLOSURE DOCUMENT

ATTACHMENTS

ATTACHMENT A	Financial Statements
ATTACHMENT B	Franchise Agreement with Exhibits
ATTACHMENT C	List of Current and Former Franchisees
ATTACHMENT D	Table of Contents for Manual
ATTACHMENT E	State Administrators and Agents for Service of Process
ATTACHMENT F	State Specific Addenda
ATTACHMENT G	General Release
ATTACHMENT H	Franchisee Disclosure Questionnaire
ATTACHMENT I	Receipts

ATTACHMENT A

FINANCIAL STATEMENTS

BRINGPRO GROUP, INC.

FINANCIAL STATEMENTS

For the period ended December 31, 2018

Together with
Independent Auditors' Report

dbbmckennon
Certified Public Accountants.
Registered Firm - Public Company Accounting Oversight Board

Bringpro Group, Inc.
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dbbmckennon

Certified Public Accountants
Registered Firm - Public Company Accounting Oversight Board

INDEPENDENT AUDITORS' REPORT

The Board of Directors and Stockholders
Bringpro Group, Inc.
Irvine, California

Report on the Financial Statements

We have audited the accompanying financial statements of Bringpro Group, Inc. (the "Company") which comprise the balance sheet as of December 31, 2018, and the related statements of operations, stockholder's equity, and cash flows for the period from July 16, 2018 ("Inception") to December 31, 2018, 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.

Auditors' 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 from 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 Bringpro Group, Inc. as of December 31, 2018, and the results of its operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

DbbMcKennon

Newport Beach, California
April 11, 2019

BRINGPRO GROUP, INC.
BALANCE SHEET

		December 31, 2018
ASSETS		
Current assets:		
Cash	$	76,781
Total current assets		76,781
Total assets	$	76,781
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$	1,881
Total current liabilities		1,881
Total liabilities		1,881
Commitments and contingencies (Note 3)		-
Stockholder's Equity		
Common stock, $0.0001 par value; 10,000 shares authorized; 5,000 shares issued and outstanding.		1
Additional paid-in capital		158,160
Accumulated deficit		(83,261)
Total stockholder's equity		74,900
Total liabilities and stockholder's equity	$	76,781

BRINGPRO GROUP, INC.
STATEMENT OF OPERATIONS

	Period from Inception to December 31, 2018
Revenues	$ -
Operating expenses:	
General and Administrative	73,861
Sales and marketing	9,400
Total operating expenses	83,261
Net loss	$ (83,261)

BRINGPRO GROUP, INC.
STATEMENT OF STOCKHOLDER'S EQUITY

	Common stock			Additional Paid-in Capital		Accumulated Deficit		Total Stockholder's Equity
	Shares	Amount						
Inception	-	$	-	$	-	$	-	$	-
Founder's contributed capital	5,000		1		158,160		-		158,161
Net loss	-		-		-		(83,261)		(83,261)
December 31, 2018	5,000	$	1	$	158,160	$	(83,261)	$	74,900

BRINGPRO GROUP, INC.
STATEMENT OF CASH FLOWS

		Period from Inception to December 31, 2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$	(83,261)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accounts payable and accrued expenses		1,881
Net cash used in operating activities		(81,380)
Increase in cash		76,781
Cash, beginning of period		-
Cash, end of period	$	76,781
Supplemental disclosure of cash flow information:		
Cash paid for interest	$	-
Cash paid for income taxes	$	-

BRINGPRO GROUP, INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – NATURE OF OPERATIONS

Bringpro Group, Inc. was incorporated on July 16, 2018 ("Inception") in the State of Delaware. The financial statements of Bringpro Group, Inc. (which may be referred to as the "Company," "we," "us," or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in Irvine, CA.

Bringpro Group, Inc. is a franchisor who will manage and provide training to other franchisees. Significant operations have not yet commenced.

Management's Plans
We have historically relied on related party financing to fund operations. Since Inception, we have incurred losses and will incur additional losses until revenues are substantial enough to support operations. Management expects that operational costs during the next twelve months will be covered with the current capital on hand, the ability for the Company's sole shareholder to provide additional funding, and the fact that minimal operational costs are required until significant revenue producing activities commence.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates
The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of revenues and expenses during the reporting period. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments
Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.
Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2018. The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values. Fair values for these items were assumed to approximate carrying values because of their short term in nature or they are payable on demand.

Cash and Cash Equivalents
For purpose of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Revenue Recognition
The Company will account for revenue using the accounting method prescribed under Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic Franchisors. Revenue is recognized when all material services or conditions relating to the sale have been substantially performed or satisfied by the Company (usually upon franchise opening or expiration of franchise agreement).

For non-franchise revenue, we will record revenue when (a) persuasive evidence that an agreement exists; (b) the service has been performed; (c) the prices are fixed and determinable and not subject to refund or adjustment; and (d) collection of the amounts due is reasonably assured.

Income Taxes
The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

The Company is subject to tax in the United States ("U.S.") and files tax returns in the U.S. Federal jurisdiction and California state jurisdiction. The Company is subject to U.S. Federal, state and local income tax examinations by tax authorities for all periods since Inception. The Company currently is not under examination by any tax authority.

Concentration of Credit Risk
The Company may maintain its cash with a major financial institution located in the United States of America which it believes to be credit worthy. Balances are insured by the Federal Deposit Insurance Corporation up to $250,000. At times, the Company may maintain balances in excess of the federally insured limits.

Risks and Uncertainties
The Company's operations are subject to local regulations, state regulations governing franchisors, franchising and consumer trends, paid or unpaid publicity, and the ability to attract potential franchisees, among other things. Significant changes to regulations such as tenant requirements, workforce minimum wage, and other state and local regulations could negatively affect the Company.

Recent Accounting Pronouncements
In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606) and has issued subsequent amendments to this guidance. This new standard will replace all current guidance on this topic and eliminate all industry-specific guidance. The new revenue recognition standard provides a unified model to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. The guidance is effective for interim and annual periods beginning after December 15, 2017 for

public business entities and December 31, 2018 for all other entities. The standard may be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. As the Company continually considers and reviews the provisions of the new standard, Management does not foresee a material impact to the financial statements as a whole.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been several ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact our financial statements.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

We are currently not involved with, or know of, any pending or threatening litigation against the Company or any of its officers.

NOTE 4 – RELATED-PARTY TRANSACTIONS

The Company's sole shareholder, has contributed $158,162 to provide for working capital reserves and cover certain professional fees and other costs associated with setting up the franchise. These contributions are not repayable and considered contributed capital toward the Company.

NOTE 5 – STOCKHOLDER'S DEFECIT

The Company is authorized to issue 10,000 shares of common stock, $0.0001 par value.

Upon Inception, 5,000 shares of common stock were issued to the Company's sole shareholder who in return contributed $10,000 to commence operations. An additional $75,000 was contributed during the year for total contributions of $85,000. The sole shareholder also paid $73,162 on behalf of the Company to pay for certain expenses.

NOTE 6 – INCOME TAXES

The Company's net deferred tax assets at December 31, 2018 is approximately $23,000, which consists primarily consists of net operating loss carry forwards. As of December 31, 2018 the Company provided a 100% valuation allowance against the net deferred tax assets, which management could not determine, would more likely than not be realized. During the period ended December 31, 2018 the Company valuation allowance increased by approximately $23,000. The federal and California net operating losses expire on various dates through 2038.

The difference between the effective tax rate and the stated tax rate is primarily due to a full valuation allowance on the net deferred tax assets.

NOTE 7 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events that occurred after December 31, 2018 through April 11, 2019, the issuance date of these financial statements. There have been no other events or transactions during this time which would have a material effect on these financial statements.

ATTACHMENT B

FRANCHISE AGREEMENT

BringPro®

Franchise Agreement

BRINGPRO

Franchise Agreement

Franchise Agreement No.: ___________

DATED: ______________________(“Effective Date”)

BETWEEN: **BRINGPRO GROUP, INC.** (“Franchisor”)

AND:

__________________________________(“Franchisee”)

____

____

MARKET AREA:

____

BRINGPRO FRANCHISE AGREEMENT

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EXHIBITS

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RECITALS

WHEREAS Franchisor has developed a unique system for identifying, operating and marketing businesses offering and selling **BringPro** operating under the Marks and using the System (hereinafter the "System");

WHEREAS Franchisor, or its affiliate own the federally registered trademark on the name "**BRINGPRO"** and on the following logos:

and a proprietary interest in any other logos, slogans, taglines, marks and trade dress now or in the future, whether or not formally registered trademarks, all of which are hereafter described in this Agreement as the ("Marks");

WHEREAS, as between Franchisor (or its affiliate) and Franchisee, Franchisor (or its affiliate) is the sole and exclusive owner of all goodwill associated with and to become associated with the Marks, the value of which Franchisee acknowledges;

WHEREAS Franchisee recognizes the advantages and value of the System and Marks and desires to obtain a license for a **BringPro** franchised business (hereinafter referred to as "**BringPro**");

WHEREAS Franchisee recognizes the necessity and value of maintaining high standards and uniformity of appearance, image, products, services and customer relations in conformity with the System as Franchisor may reasonably modify it from time to time;

WHEREAS Franchisee is aware of the risks, business and otherwise, associated with owning a **BringPro** and has independently evaluated those risks without relying upon any representations from Franchisor or Franchisor's agents regarding revenues, profits or probability of success, excepting only those representations and accompanying cautions contained in Franchisor's Franchise Disclosure Document, understanding that actual revenues, profits or probability of success are affected primarily by factors beyond Franchisor's control, including Franchisee's skill, personality, diligence and dedication and general regional or local economic or demographic conditions; and

WHEREAS, Franchisor, in reliance upon Franchisee's representations, is willing to provide certain training and other services and to grant a license, but only on the terms of this Agreement, which terms Franchisee understands and accepts and both parties acknowledge to be reasonable and material.

NOW THEREFORE, for and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and each party fully intending to be legally bound hereby, Franchisor and Franchisee mutually agree as follows:

Article 1 - License And System

1.01 Grant Of License.

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a non-exclusive license to operate one (1) **BringPro** franchised business using the System and Marks for a period of ten (10) years from and after the Effective Date of this Agreement, plus any renewal terms, granted to the individual named on Exhibit A hereto.

1.02 Market Area.

a. Franchisee's **BringPro** shall be operated within the market area described in Exhibit B hereto, within which you will be allowed to accept orders for your **BringPro** services (the "Market Area"). The Market Area is not exclusive and we may grant other **BringPro** franchisees the same Market Area and our company **BringPro** business may also service the Market Area. Depending on the population we may limit the number of franchisees in any given Market Area, at our sole discretion. You are permitted to operate your **BringPro** Business only at a home office location (or other personal office location) within your Market Area.

b. We reserve the right to provide service to customers in connection with certain events even though they may be located within the boundaries of your Market Area, such as Home shows, trade fairs, exhibitions and community events. We also reserve the right to service certain areas inside your Market Area such as: Malls, amuzement parks, universities, hospitals, or similar closed area locations or facilities. We, or a person we designate, may directly or indirectly sell and distribute goods and services at those locations, including the same goods and services you offer and may use the Marks, without paying you or any other franchisee. In addition, we may offer products and services under the same or a different trade name or trademark, including within your Market Area, through alternative distribution methods, including through independent retail outlets, catalogs, mail order and through electronic media, including television, radio, the internet and through other new or emerging commercial technological media without paying you or any other franchisee.

c. We reserve the right to enter into arrangements with customers, which have multi offices that may or may not cross state lines (Multi-Location Accounts). We may contract for special pricing with Multi-Location Accounts, and you must accept the agreed pricing with any Multi-Location account in your Market Area. You will not receive exclusivity for jobs from any such Multi-Location Account in your Market Area.

d. Unless Franchisee is in default hereunder, the Market Area will not be modified without Franchisee's consent.

1.03 **BringPro Business**

The term "**BringPro**" means a business in which the Franchisee engages in, operating a **BringPro** courier and delivery service using the proprietary software **BringProNet,** required delivery vehicle, required Third Party Software, required Credit Card Processing, other specifications and standards required in the operational manual, and under the Marks (hereinafter the "System").

1.04 System And Marks.

a. Franchisee agrees to operate the **BringPro** franchised business only according with the System and only under the Marks pursuant to the Manual. Franchisee acknowledges that Franchisor owns all rights to the System and the Marks and Franchisee has only such rights as this Agreement grants. For purposes of this Agreement, the "System" includes the rights and obligations set forth in this Agreement, the Operating Manual furnished to the Franchisee as amended from time to time, Franchisor's name, training, confidential methods of operation, proprietary software, reputation, advertising, and similar benefits pursuant to which the Franchisee operates the **BringPro** franchised business.

b. Unless otherwise first approved by Franchisor in writing or unless otherwise required by applicable law, Franchisee agrees to do business only under the name "**BringPro.**" Franchisee shall not use the Marks in any manner not specifically approved by Franchisor, including, without limitation, as part of any domain name or other address on any portion of the Internet or any new medium, including as part of any meta tag(s) or similar use. Franchisor shall provide Franchisee's Market Area on Franchisor's main website. Franchisee may not create a separate webpage without Franchisor's express consent.

c. Franchisee shall immediately notify Franchisor, in writing, if Franchisee learns of any attempt by any person to infringe the Marks or to wrongfully appropriate the System or any part of it. Franchisor may, in its sole discretion, take whatever action it deems appropriate to protect or defend the Marks or System but is not obligated to take any action whatsoever. Franchisee agrees to fully cooperate with Franchisor in any action anticipated by or taken by or on behalf of Franchisor. Franchisee understands that it may become necessary, in Franchisor's sole discretion, to change, totally or in part, the Marks, as a result of litigation or otherwise. In that event, Franchisee agrees to immediately adopt the new or revised Marks, and Franchisor's maximum liability, including for any purported goodwill, shall be to reimburse Franchisee the actual out-of-pocket costs of changing the principal signs identifying the Premises, but only if such change is necessitated through a trademark infringement action as a result of Franchisor's and Franchisee's use of a Mark.

d. Franchisor may change the System or any part of the System at any time, and as changed it shall remain the System pursuant to this Agreement. Franchisor shall have the right to add or delete or change product-service offerings at any time and Franchisee agrees to comply with such changes. Franchisor shall own any improvements or changes in the System whether developed by Franchisor, by Franchisee or by other franchisee(s) and shall have the right to adopt and perfect such improvements or changes without compensation to Franchisee or other franchisees. If Franchisor modifies the System, Franchisee shall, at Franchisee's own expense except to the extent specifically provided in this Agreement, adopt and use such modification(s) as if it were part of the System at the time of execution of this Agreement. Franchisor will provide periodic consultation and advice concerning the operation of the **BringPro** business and to generally be of assistance.

e. Franchisee agrees to operate no other business, in connection with the **BringPro** business or otherwise in connection with the System or Marks. Franchisee acknowledges that Franchisor owns, in connection with the Marks, all goodwill associated with or to become associated with any separate telephone numbers and telephone listings Franchisee uses in connection with the **BringPro** business and agrees to execute an Assignment of Telephone Numbers in the form of Exhibit F, attached.

1.05 Operations Manual.

Franchisor agrees to loan to Franchisee during the term of this Agreement one or more operations manuals (the "Manual"), together with such updates and modifications as Franchisor may from time to time provide to Franchisee, including suggested pricing guidelines. Franchisor may make any changes or modifications in the Manual as in Franchisor's sole judgment are desirable. Franchisee agrees that if there should, at any time, be a discrepancy between the terms of Franchisee's copy of the Manual and the master copy maintained in Franchisor's offices, the terms of the master copy shall prevail. Franchisee agrees, at all times, to conform to the Manual in all respects. The Manual is and shall at all times remain the property of Franchisor and shall be returned to Franchisor upon expiration, termination or nonrenewal of this Agreement for any reason. Franchisee agrees not to make it available to or permit another to make any copies of the Manual or any portion thereof without Franchisor's prior written consent.

Article 2 – Fees to Franchisor/Marketing

All fees payable to Franchisor referenced below, except the initial fee, are payable by Franchisee by way of the Franchisor collecting the Gross Revenues (as defined below) from the customer, then deducting the specific fee on the due date indicated, and remitting the balance to the Franchisee. If Gross Revenues are insufficient to cover the specific fees due on the due date, Franchisor will collect the unpaid fee(s) the following week. Franchisee owns more than one **BringPro** franchise, the Gross Revenues reported, and fees below, are paid for each franchise independently.

The term "Gross Revenues" shall mean the full the price of all goods and services sold by Franchisee in connection with, or relating to, the **BringPro** business, whether or not Franchisee has received cash, credit or other consideration, and regardless of where or how the sale took place, including tips. The only items not included in Gross Revenues is taxes or fees Franchisee is required to collect on behalf of the government and which Franchisee actually remits.

2.01 Initial Fee

The Initial Fee for the **BringPro** franchise is 18,000; For an employee of Franchisor or affiliate who purchases a **BringPro** franchise, the initial fee is $1,000**.** **Subject to State requirements,* the Initial Fee is paid upon signing of Franchise Agreement. The Initial Fee is not refundable for any reason. The Initial fee includes up to 2 people trained at the same time. **See State Addenda.*
The initial fee for a second franchise is $10,000 if all qualifying conditions have been met.

2.02 Royalty Fees (weekly)

Franchisee shall pay to Franchisor a weekly royalty in an amount equal to 10% of Gross Revenues (as defined below) with a weekly minimum of $125, without setoff. The minimum weekly royalty will be waived for the first 4 months Franchisee is open for business. The royalties are paid as follows: Franchisor collects Gross Revenues from the customers, and remits payment to Franchisee less 10% every Friday for the prior week’s receipts Franchisor may, upon thirty (30) days prior written notice change the method of royalty payments.

2.03 Network Marketing Fee (monthly)

a. Franchisee shall pay to Franchisor a monthly Network Marketing Fee in the amount of $250 as follows: Franchisor collects Gross Revenues from the customers, remits payment to Franchisee less $250 on the first Friday of the month covering the fee due for prior month. Franchisor may reduce or discontinue the Network Marketing Fee at any time and may thereafter, reinstate it upon 30 days’ notice.

b. Franchisor may, in Franchisor's sole discretion, upon at least 60 days prior written notice, increase the Network Marketing Fee up to a maximum of $350.

c. Franchisor shall maintain all Network Marketing Fees collected, net of any taxes Franchisor is required to pay on account of having collected the National Marketing Fees, in one or more bank accounts separate from Franchisor's regular account(s). Franchisee authorizes Franchisor to commingle Franchisee's Network Marketing Fees with those paid by other Franchisees. Franchisor will provide an unaudited annual accounting to Franchisee upon request as to the aggregate amount of Network Marketing Fees collected and their use and application by general category. Franchisee acknowledges and agrees that each such accounting is a Trade Secret and shall be treated as such according to this Agreement.

d. Franchisor shall use Network Marketing Fees collected, for website maintenance for advertising, marketing and promotion for the benefit of Franchisor's System as a whole, and not toward any geographic area specifically or in proportion to funds received. Selection of marketing, advertising and promotion location, scope, content, copy, timing and approach shall be by Franchisor and in Franchisor's sole discretion. Franchisor may use some of the funds, in its discretion, for market research, production and administration of the advertising program. Franchisor will attempt to benefit all of Franchisor's franchisees through the marketing program over all; however, not every element of the marketing and promotion program will necessarily directly benefit any specific franchisee or in proportion to their contribution. In making its marketing decisions, Franchisor will consider but not be bound by advice from any advisory committee(s) of franchisees recognized by Franchisor.

e. Franchisor shall have no duty to conduct any particular marketing program and if Franchisor does conduct a program, Franchisor makes no representations or warranties regarding the nature of the marketing to be conducted or about how it will affect Franchisee's revenue.

f. Franchisor may use such funds to maintain **www.BringPro.com**, which will list Franchisee's Market Area. Franchisee is not permitted to have a separate website shall not separately promote Franchisee's **BringPro** business through any independent website; Franchisee shall not sell any products or services online, or otherwise through any internet or electronic of social media, except and only through any Franchisor proprietary software, and other Franchisor approved programs or guidelines.

2.04 Technology Fee (monthly)-**BringProNet**

Franchisee shall pay to Franchisor a monthly Technology Fee of $250, for the Franchisee's access to and license of the Proprietary software, **ProBringNet.** Franchisor will maintain and upgrade as needed, and provide all updates to the **BringProNet** software to Franchisee. The Technology Fee may be increased upon 60 days notice to Franchisee, but will not to exceed $350 per month. The Technology Fee is payable as follows: Franchisor collects Gross Revenues from the customers, remits payment to Franchisee less $250 on the first Friday of the month covering the fee due for prior month.

2.05 Customer Relationship Fee (monthly)

Franchisee shall pay to Franchisor a monthly Customer Relationship Fee of $250, for Franchisee's access to and Franchisor's for maintenance and manning of the 1-800 call in line. The customer Relationship Fee may be increased upon 60 days notice to Franchisee, but will not to exceed $350 per month. The Customer Relationship Fee is payable as follows: Franchisor collects Gross Revenues from the customers, remits payment to Franchisee less $250 on the first Friday of the month covering the fee due for prior month.

2.06 Third Party Software Fees (monthly)

Franchisee shall pay to Franchisor a monthly Third Party Software Fee, for access to and Franchisor's maintenance of the system communication software tools including intranet and system email; This fee, as of the date of this Agreement is $55 per month, subject to change as the third party vendors change prices, and payable as follows: Franchisor collects Gross Revenues from the customers, remits payment to Franchisee less $55 on the first Friday of the month covering the fee due for prior month.

2.07 Credit Card Processing Fees (weekly)

Franchisee shall pay to Franchisor a weekly Credit Card Processing Fee, for customers' to pay for Franchisee's **BringPro** services via credit card. The Credit Card Processing Fee is currently 3% of the amount charged by the customer, subject to change as the third party vendors change prices, and payable as follows: Franchisor collects Gross Revenues from the customers, remits payment to Franchisee less the Credit Card Processing Fee on the first Friday of the week covering the fee due for prior week.

2.08 Management Assistance

In the event Franchisee requests Franchisor to provide extraordinary management or support services at Franchisee's location or in Franchisee's Market Area, Franchisee shall pay Franchisor's $500 per day, plus travel, for such services.

2.09 Local and Cooperative Marketing

Franchisee shall spend, on a monthly basis, not less than $150 on local marketing. Local and marketing expenditures shall be in addition to the National Marketing Fees paid pursuant to paragraph 2.03. Franchisor may direct Franchisee to deposit some or all of its Local Marketing expenditures into a Local Marketing Cooperative.

a. Local Marketing. In addition to complying with any specific marketing requirements of Franchisor, Franchisee shall place and pay for such other marketing as Franchisee deems necessary and appropriate. Franchisee may create its own ads providing they comply with Franchisor's guidelines and Franchisee obtains Franchisor's prior approval. Franchisee shall be responsible to assure that all marketing so placed complies with the Manual and serves to enhance and not detract from or harm the Marks and the goodwill attached and to become attached thereto. Franchisee shall promptly send to Franchisor copies of all marketing copy and media to be used for Franchisor's approval. In the event Franchisor deems any advertisement or marketing technique to be not in compliance with this paragraph, Franchisee shall, immediately upon receipt of a written notice from Franchisor, refrain from using the subject advertisement or marketing technique and shall thereafter fully comply with this paragraph. If Franchisor does not give its approval within 10 days of receipt of the proposed ad, then NO approval is deemed given. Franchisor may, from time to time, it its discretion have creative pieces available for purchase by Franchisee.

b. Regional Marketing Cooperative. If there are two or more **BringPro** franchisees in a marketing area, such area as determined by Franchisor, then Franchisor may require the formation of a Regional Marketing Cooperative and Franchisee shall participate in said cooperative and may contribute such sums thereto as may be assessed by a majority vote of the cooperative.

2.10 Grand Opening.

Franchisee shall, within the time prescribed by Franchisor, publicize and conduct a grand opening consistent with Franchisor's guidelines. The grand opening shall be appropriate for Franchisee's Market Area, location, community, competitive environment and similar factors, but no less than $2,500-$5,000 depending on the location size and Franchisor guidelines.

2.11 Rebates, Discounts and Allowances.

Franchisee authorizes Franchisor to collect all available rebates, discounts and allowances from vendors or others with whom Franchisee does business, provided that, in Franchisor's reasonable business judgment, it is appropriate to collect them. Franchisor may apply all such funds for purposes of as contributions to the National Marketing Fund, and/or use the funds for marketing events and annual meetings.

2.12 Promotions

Franchisee is required to participate in all company-wide promotions, and discount programs including groupon, or similar coupons. You are required to participate in any gift card and loyalty program Franchisor institutes.

Article 3 - Reports And Audits

3.01 Records And Reports.

Franchisee shall at all times maintain true and accurate business records in the manner specified by Franchisor. Franchisee shall, on a weekly or monthly basis or at such other intervals as specified by Franchisor, provide Franchisor with such report(s), in the form(s) specified by Franchisor, as Franchisor may require, and at such times as Franchisor may require, including, but not limited to, reports of Gross Revenues, reports of business expenses and overhead, customer information, copies of detailed purchase invoices, number and type of transactions, identity of vendors, the amount of marketing expenditures, detailed records of marketing expenditures, copies of inspection reports, and weekly or monthly sales summary. By submitting any reports to Franchisor, Franchisee is certifying that they are true and correct. Within ninety (90) days following the end of each calendar year, Franchisee shall provide Franchisor with a copy of Franchisee's balance sheet and an income and expense statement for the year. At the time they are filed, Franchisee shall provide Franchisor with copies of Franchisee's federal income tax return(s) and state and local excise tax returns, if applicable, together with all exhibits and schedules thereto and all amendments thereafter. Franchisor is authorized to rely upon such reports and financial documents and to disclose them to governmental authorities as and if properly requested. Franchisor may use data from the reports and financial documents in composite or statistical form for any purpose in Franchisor's sole discretion. Franchisor is authorized to obtain or verify the information and reports described herein by electronic means from Franchisee's computer(s), at any time, without prior notice, at Franchisor's sole election. Franchisee shall retain all business records for at least five (5) years or such longer period of time required by applicable law.

3.02 Failure to Report.

If Franchisee fails, for any reason, to timely deliver to Franchisor any required report with all required information, Franchisor is authorized, without further notice, to assess Royalties and National Marketing Fees for each relevant week and effect an electronic funds or other transfer of such funds calculated as the greater of (a) Franchisee's average weekly Royalties and National Marketing Fees over the prior twelve months or (b) the average weekly Royalties and National Marketing Fees of all similar franchisees within Franchisee's region as defined by Franchisor.

Franchisee hereby authorizes Franchisee's bank to make such transfers upon Franchisor's request. No action taken under this sub-paragraph shall constitute a cure of any breach by Franchisee, an election of remedies by Franchisor or act, in any way, to limit Franchisee's liability to pay fees under this Agreement.

3.03 Audits And Inspections

a) Franchisor shall have the right, at any time, to electronically access, obtain and maintain, all Franchisee's **BringPro** business activities, through **BringProNet** or otherwise, for purposes of auditing the accuracy of reports submitted and to otherwise verify compliance with the terms and conditions of this Agreement. Should any audit or inspection reveal that Franchisee has underreported the amount of Gross Revenues, *or has failed to pay any other amount due*, Franchisee shall immediately owe the additional amount of royalties and other fees payable on account of the underreporting, or any other amount that remains unpaid, plus a late payment of 5% of the unpaid amount, plus interest thereon at the rate of one percent (1%) per month, but not more than the maximum interest allowed by applicable law. If an audit or inspection reveals that Franchisee has underreported Gross Revenues by more than 2%, then Franchisee shall also pay, immediately, the cost of the audit or inspection.

b) Franchisor shall also be permitted to inspect the delivery vehicle and the vehicle maintenance records, at any time. However such inspections rights will not transfer any responsibility to maintain the vehicle from Franchisee to Franchisor. Should a Franchisor inspection of the required Delivery Vehicle reveal obvious need of maintenance, or that the branding wrap is in need of maintenance, Franchisee shall immediately undertake such maintenance.

3.04 Contact With Others.

Franchisor shall have the right, in Franchisor's sole discretion and without further notice to Franchisee or to any other person or entity, to contact any of Franchisee's customers, landlord, accountant, vendors, or other persons within Franchisee's Market Area or otherwise for the purpose of verifying the accuracy of any information submitted by Franchisee, for quality assurance or for any other purpose not inconsistent with this Agreement.

Article 4 - Training

4.01 Initial Training Program.

Franchisee and a second trainee, if desired, shall successfully complete Franchisor's Initial Training Program. The Initial Training Fee is $1,000 for the first 2 people trained at the same time, and will be approximately 40 hours (approximately 5 consecutive days at approximately 8 hours per day) and shall be conducted at such location(s) as Franchisor specifies. The Initial Training Program may be conducted, in whole or in part, in an existing **BringPro** owned by Franchisor, an affiliate of Franchisor or another franchisee, or any other designated location. Franchisee's second trainee, if applicable, will be required to execute the **Confidentiality Agreement in Exhibit I,** before attending training, as well as all Franchisee's employees must sign the confidentiality agreement as part of their employment. Franchisee shall be responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. Franchisor consultation may require a fee. Franchisor reserves to itself the exclusive right to determine whether Franchisee and other trainees have satisfactorily completed the training program. If Franchisee and Franchisee's trainee(s), if applicable, do not satisfactorily complete the Initial Training Program, Franchisor may require re-training for an additional fee, or require a replacement trainee for an additional fee, in Franchisor's discretion. Franchisee acknowledges that such failure to satisfactorily complete the Initial Training Program of at least one trainee **who will be the ProDriver** is grounds for termination of this Agreement. No refunds are given in any case.

4.02 Subsequent Training.

Franchisor may require Franchisee and Franchisee's manager and employees to complete additional training at a location determined in Franchisor's sole discretion. Franchisee shall pay Franchisor's current fee for such mandatory training. Franchisee shall, in any event, be solely responsible for all salaries, compensation, benefits, and living and travel expenses of trainees. If Franchisee requests specific additional training on site, Franchisee will pay the current daily rate of $500 plus travel expenses.

4.03 Training Materials.

Franchisor may, from time to time, provide or make available to Franchisee training materials for providing training for Franchisee's manager(s) and employees. Franchisor may charge a reasonable fee for such materials. Franchisee agrees that all such materials are Trade Secrets pursuant to this Agreement. Franchisee agrees to require all of its managers and employees, as applicable, to successfully complete any such training program(s) if Franchisor designates them as mandatory.

4.04 No Warranty of Success.

Franchisor’s determination that Franchisee or Franchisee’s employee(s) have successfully completed any training shall not be a warranty or representation that the person can or will successfully operate the **BringPro** or any aspect thereof.

Article 5 - Proprietary Information-Confidentiality

Franchisee will have access during the course of this Agreement to proprietary information that is the property of Franchisor that is Confidential (“Confidential Information”). Confidential Information includes, but is not limited to, the System, the Manual, **BringPro** design, décor and color schemes, the proprietary software **BringProNet**, and methods of sales of products and services, marketing materials, industry information, suppliers, vendors, ordering processes, inventory control, pricing guidelines, operations methods, processes and policies, the Training, and other programs, techniques and policies as they may be developed by Franchisor from time to time. Franchisee acknowledges that the Trade Secrets derive independent economic value from not being generally known to, and not readily ascertainable by proper means by, other persons who could obtain economic value from their disclosure or use. Franchisee agrees to not disclose or in any way make available to any unauthorized person(s) any Confidential Information or any information regarding any Confidential Information or any proprietary information made available to Franchisee by Franchisor. Franchisee shall hold all such information in complete confidence. Franchisee will not disclose any Confidential Information whatsoever to any person(s) not employed by or under contract with Franchisee and only to those employees and agents of Franchisee with a legitimate need to know, each of whom Franchisee warrants will be subject to this article. Franchisee shall cause every manager and every employee who has access to Confidential Information to sign a **Confidentiality Agreement in the form prescribed by Franchisor, the current form of which is Exhibit G hereto**.

Article 6 - Pre-Opening Obligations

6.01 Location

Franchisor does not require Franchisee to have a particular location from which to operate the BringPro business, and it may be operated out of Franchisee’s home. However if Franchisee does obtain an outside office, it will not be for taking customers to, or for the general public to visit. No BringPro signage will be allowed at such an office.

6.02 Delivery Vehicle.

Franchisee must obtain, buy or lease a new or used Delivery Vehicle, which meets the specifications in the Operations Manual, and must be branded with the required branding wrap as outlined in the Operations Manual. Franchisee may not open for business until the Delivery Vehicle is branded and ready for operating in the public. Franchisee understands and agrees that, although all **BringPro** Delivery Vehicles will follow a consistent theme, the details of their design may differ slightly based upon the specific vehicle make. Franchisor reserves the right to change specifications for the Delivery Vehicle and the branding for future **BringPro** franchisees, and Franchisee acknowledges that not every **BringPro** Delivery Vehicle will have identical color schemes and layout. Franchisee shall be obligated to update the design of Franchisee's **BringPro** Delivery Vehicle, or the Vehicle itself, if needed, at Franchisee's expense, upon renewal. If Franchisee fails to obtain an approved Delivery Vehicle within 90 days, Franchisor shall have the option of terminating this Agreement with no refund of fees paid. Franchisor may make exceptions depending on the circumstances, if warranted, in Franchisor's sole discretion.

6.03 Required Tools and Small Equipment.

Franchisee shall acquire at Franchisee's sole expense the Required Tools and Small Equipment **as listed in Exhibit C** or further detailed in the Operations Manual. Franchisee understands that the specific list of Required Tools and Small Equipment may be different for Franchisee's **BringPro** than for other franchisees or company-owned **BringPro** that Franchisor shall have the right to modify the list in the Manual or otherwise in writing. All Required Tools and Small Equipment shall meet or exceed Franchisor's specifications and purchased only from vendors approved by Franchisor.

6.05 Required Initial Inventory

Prior to opening, Franchisee shall purchase the opening Initial Inventory from Franchisor or its Affiliate, or designated vendor, to include business supplies, packing materials, branded uniform shirts and other items you will use up as you conduct business, **as listed in Exhibit D**, or further detailed in the Operations Manual. Franchisee will purchase additional inventory items as needed from time to time.

Article 7 - Operation of BringPro

7.01 Independent Contractor.

Each party to this Agreement is and shall remain an independent contractor and shall control the manner and means of operation of its respective business and shall exercise complete control over and responsibility for all labor relations and the conduct of its agents and employees. Neither party shall be considered or held out to be agent(s), joint venturers, partners or employee(s) of the other. Neither party shall negotiate or enter into any agreement or incur any liability in the name of or on behalf of the other unless, and to the extent, specifically authorized by this Agreement. Franchisee's business forms and business cards, shall indicate that the **BringPro** is independently owned and operated.

7.02 Personal Participation.

Throughout the term of this Agreement, Franchisee shall either devote Franchisee's full time and effort to actively managing the **BringPro** as the **ProDriver,** or delegate its **ProDriver** role to a responsible person who has successfully complete Franchisor's training program. Franchisee shall be solely responsible for all travel and living costs of trainees.

7.03 Retail Prices.

Franchisor may require certain pricing for BringPro services in certain Market Areas. Franchisee is obligated to follow such price pricing for the specific services as required by Franchisor.

7.04 Compliance With Laws.

Franchisee shall be solely responsible, at Franchisee's cost and expense, for obtaining and maintaining all necessary or required permits and licenses in order to operate the **BringPro**. Franchisee is solely responsible for strictly complying with each and every law, ordinance and regulation applicable to the **BringPro**, including, but not limited to, licensing, vehicle, safety, environmental, consumer and labor regulations. Franchisee shall timely pay all applicable taxes as they come due. Franchisee hereby agrees to indemnify, hold harmless and defend Franchisor from any and all liabilities for taxes based upon Franchisee's operations.

7.05 Franchisee Business Operation.

a. The System. Franchisee understands and acknowledges that every detail of the System and of the operation of the **BringPro** is important to Franchisee, Franchisor and other **BringPro** franchisees in order to maintain and further develop high and uniform operating standards, to increase the demand for goods and services sold by Franchisor and all franchisees, to enhance the image of Franchisor and the Marks, and to protect Franchisor's reputation and goodwill.

b. Compliance with Manual. Franchisee shall operate the **BringPro** in conformity with such uniform methods, standards and specifications as Franchisor may prescribe, in the Operations Manual or otherwise, to insure that the highest degree of quality and service is uniformly maintained. Franchisee shall acquire and maintain, at all times, all equipment and software required by Franchisor for operation of the **BringPro**. Franchisee shall offer all of the goods and services designated by Franchisor and no others without the written consent of Franchisor, which consent Franchisor may withheld for any reason.

c. Image. Franchisee shall, at all times, work to protect and enhance Franchisor's image and, specifically, shall maintain employees or workers in the **BringPro** business whose appearance, attire, attitude, reputation and demeanor are consistent with Franchisor's image, which will be detailed in the Operations Manual and Franchisee must implement into their employee rules and standards. Franchisee acknowledges and agrees that Franchisor shall have sole discretion in determining what constitutes Franchisor's image, and further acknowledges that said image is constantly evolving as markets change and evolve. Any new or updated specifications will be promptly communicated from Franchisor to Franchisee and further referenced in Operations Manual updates and Franchisee shall promptly implement any new standards.

d. Business Dealings. Franchisee shall not, at any time, engage in any business dealings in relation with the **BringPro** business or the Franchise which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, the goodwill associated with the Marks, or to any customer or vendor of Franchisee.

e. Maintenance. Franchisee shall, at Franchisee's sole cost and expense, maintain the Delivery Vehicle, inside and out, in the highest degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto.

f. Refurbishing. Not less than every five (5) years, or renewal of the term of this Agreement, Franchisee shall update the **BringPro** Delivery Vehicle, at Franchisee's sole expense, to conform to the design, trade dress, color schemes and presentation of the Marks consistent with Franchisor's then-current image.

g. Advisory Committees. Franchisee may participate, at Franchisee's sole expense, in local, regional and national franchisee advisory committees or councils if established or sanctioned by Franchisor.

7.06 Restrictions On Sources Of Products And Services.

a. Specifications. All tools, equipment, inventory, supplies, software, the Delivery Vehicle, the proprietary software, **BringProNet,** and credit card processing services are necessary to operate the **BringPro** business, and must be purchases by Franchisee from only from Franchisor's approved the vendors. **The current list of Items subject to specifications is included as Exhibits C and D and the Operations Manual.** Franchisor reserves the right to change the list of Items that Franchisee must purchase in accordance with specifications.

b. Other Suppliers. Franchisor will approve other suppliers of items if Franchisee or the supplier request the approval in writing and if the supplier demonstrates to the satisfaction of Franchisor that it is financially capable and can provide Item(s) or service(s) that meet Franchisor's standards and that it is willing and able to protect Franchisor's proprietary information. Franchisor may charge a reasonable fee to cover its costs in evaluating a proposed supplier. Franchisor will normally make its decision within 30-60 days after it receives all of the requested information and any requested samples. Franchisor reserves the right to withdraw approval of any supplier whose performance falls below Franchisor's standards.

c. Disclaimer of Warranty and Liability for Designated or Approved Vendors. Franchisor's designation or approval of a required vendor or supplier does not carry any express or implied warranty or guarantee with respect to the specific product or service. Only manufacture and vendor warranties and guarantees will apply, if any, and Franchisor expressly disclaims liability for any defects or negligence in such products or services, or the delivery of the same to Franchisee. Franchisee expressly releases Franchisor from any such liability and waives all claims against Franchisor for any actions of a designated or approved vendor or supplier. Franchisee acknowledges that Franchisor is not responsible in any manner whatsoever for a failure of a designated vendor or supplier to perform, other than to determine whether or not such vendor/supplier should be removed from the designated or approved list.

7.07 Minimum Hours.

Franchisee shall be available to service the **BringPro** customers in Franchisee's Market Area, at all times, during normal business hours.

7.08 Tools and Small Equipment Maintenance.

Franchisee is responsible, at Franchisee's cost, for maintaining, repairing, and replacing, when appropriate, all tools and small equipment required.

7.09 Inventory and Supplies

Franchisee shall maintain an appropriate stock of inventory and supplies as needed to conduct the normal operations of the **BringPro** business.

7.10 Warranties.

Franchisee shall not represent to any customer or the public that Franchisor provides any warranty as to the quality of any product or service, unless Franchisor has specifically authorized such warranty in writing. If Franchisee offers any warranties, they shall be in writing and shall clearly state, both in the warranty and in any promotional or advertising materials, that the warranty is available and will be honored only by Franchisee. Franchisee hereby indemnifies, holds harmless and agrees to defend Franchisor, its related companies and all other franchisees from any and all claims of whatever nature arising from any such additional warranties made by Franchisee. Franchisee shall participate in and comply with any warranty program that Franchisor may adopt from time to time.

7.11 No Pirating Of Personnel.

During the term of this Agreement and for a period of two (2) years following Termination or Expiration of this Agreement for any reason whatsoever, Franchisee shall not: (a) induce, or attempt to induce any employee of Franchisor, an Affiliate or of any other franchisee to leave their current employer; (b) without the prior written approval of Franchisor (which may be conditioned upon the prior written approval of another franchisee and other proper conditions) hire or associate or offer to hire or associate any employee of Franchisor, an Affiliate, or of any other franchisee; or (c) without the prior written approval of Franchisor (which may be conditioned upon the prior written approval of another franchisee and other proper conditions) hire or associate or offer to hire or associate any former employee of Franchisor, an Affiliate, or of any other franchisee, who has, voluntarily or otherwise terminated his or her relationship with Franchisor, an Affiliate, or any other franchisee during the prior eighteen (18) calendar months. The terms of this paragraph shall survive termination or nonrenewal of this Agreement for any reason. Any waivers of this paragraph must be in writing and signed by the Franchisor.

7.12 Marketing.

Franchisee shall, at all times, comply with the Operations Manual in all advertising, including, but not limited to using exclusively Franchisor's toll free number as required. Franchisee shall not use television, radio or Internet advertising unless in full compliance with the Operations Manual.

7.13 New Developments.

Franchisor shall be the sole and exclusive owner of all new developments, including inventions, methods, products, ideas, formulas, research results, equipment, and otherwise, that Franchisee develops or has any role in developing that relate to the **BringPro** business.

7.14 Staffing Requirements.

Franchisee shall, at all times, comply with the minimum staffing requirements specified in the Operations Manual, which shall be not less one **BringPro ProDriver** one **ProAssistant** for each delivery job. Each employee shall, at all times meet or exceed the qualifications set forth in the Operations Manual. Each employee shall have successfully completed Franchisor's initial training.

7.15 Violations.

Should Franchisee violate any provision in this Agreement or fail to follow the standards in the Operations Manuals, Franchisor will give Franchisee a Written Notice of violation and reasonable timeframe to cure. Should Franchisee fail to cure the violation within the time period Franchisor may assess a $1,000 violation fee to Franchisee's account to be deducted from the next collections of revenues. Should the violation persist, Franchisor may terminate this agreement.

Article 8 - Indemnity And Insurance

8.01 Indemnity.

Franchisee shall defend, hold harmless and indemnify Franchisor, its officers, directors, shareholders, agents, employees, and related companies from any and all losses, claims, damages, liabilities, or expenses of any kind or nature, including fines, penalties, interest, attorneys' fees, and all other types of costs or expenses, arising directly or indirectly from the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees or agents in connection with the performance or breach of any obligation under this Agreement, and in connection with the operations of the **BringPro** business.

8.02 Insurance.

Franchisee shall purchase and maintain, at Franchisee's expense, throughout the term of this Agreement such insurances as required in the Operations Manual. Franchisee shall provide Franchisor with one or more certificates of insurance evidencing such coverage's and naming Franchisor as an additional insured as to each applicable policy. Such certificate(s) of insurance shall provide that the coverages under the respective policy(ies) may not be modified (except to increase coverage) or canceled until at least thirty (30) days prior written notice of such cancellation or modification has been given to Franchisor. Upon request by Franchisor, Franchisee shall provide Franchisor with a true copy of any insurance policy, including all endorsements. Every insurance policy of Franchisee required by this Agreement shall provide that coverage is primary/non-contributory.

Article 9 - Renewal

9.01 Renewal.

Franchisee will be permitted to renew Franchisee's Franchise Agreement for an additional 10 year period, upon the following terms and conditions in this Article.

9.02 Conditions of Renewal

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies and must not have made more than two late payments within the last 12 months for which Franchisor gave written notice(s) of breach, which notice(s) were not withdrawn by Franchisor;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee and must have substantially complied with the operating standards and other criteria contained in the Operations Manual or otherwise communicated in writing by Franchisor;

c. Franchisee shall pay a renewal fee as established at the time by Franchisor, but which shall be not more than $2500, payable in full at the time of execution of the Franchise Agreement referred to above;

d. Franchisee shall execute the then current form of Franchise Agreement, which may differ in material ways that are not reasonably foreseeable at this time, but may include material differences in territorial boundaries and economic terms, including the amount of royalties and National Marketing Fees or entirely new categories of fees or mandatory expense;

e. Franchisee must maintain possession of the Delivery Vehicle, and refurbish or replace or re-brand as needed or required by Franchisor;

f. Franchisor must upgrade any tools, equipment, software or hardware as required by Franchisor;

g. Franchisee shall give written Notice to Franchisor at least six months, but not more than twelve months, prior to the end of the term of this Agreement of Franchisee's desire to renew; and

h. Franchisee must not, during the preceding term, have engaged in any business dealings in relation with the **BringPro** business or the Franchisee which are unethical, dishonest or otherwise could cause harm to the Marks, Franchisor, any other franchisee, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee, Franchisor or of another franchisee.

i. Franchisee shall not have had any serious traffic violations/accidents during the prior 12 months, nor any other material violations of this Agreement, although cured.

Article 10 - Continuation

If, following the termination or expiration of this Agreement for any reason, whether voluntary or involuntary, Franchisee continues to operate the **BringPro** business with or without the express or implied consent of Franchisor, but without a renewal franchise agreement, such continuation shall constitute a month-to-month extension of this Agreement and shall be terminable by either party upon the lesser of (a) thirty (30) days written notice or (b) such shorter notice by Franchisor as would otherwise be applicable in a termination for cause. Franchisee acknowledges and agrees that such continuation without a written renewal agreement, shall be good cause for termination of this Agreement. Both parties shall continue to be subject to all terms of this Agreement during any such continuation period.

Article 11 - Entity Franchisee

11.01 Entity Restrictions.

An "Entity" is any form of business organization except for a sole proprietorship and includes corporations, limited liability companies, limited partnerships and general partnerships and any other form of business organization. If Franchisee is an Entity or becomes an Entity or if Franchisee transfers Franchisee's interest under this Agreement or any interest in the **BringPro** business to an Entity, the founding document(s) of the Entity shall not limit any of the rights or obligations of any owner under this Agreement. The Certificates of Ownership or other agreement issued by any Entity franchisee evidencing ownership of an equity or other interest must provide that ownership is restricted and cannot be transferred, assigned, sold or encumbered except in strict compliance with this Agreement. Franchisee shall provide Franchisor with true copies of such of Franchisee's Entity records and documents as Franchisor requests.

11.02 Personal Guaranty By Owner(s).

Every owner of any Entity franchisee shall personally guaranty this Agreement. Any change in or addition of equity or other owner(s) shall be subject to the Assignment and Death and Incapacity provisions of this Agreement.

Article 12 - Transfer

12.01 Prior Consent.

Franchisee shall not transfer, sell, sublease, sublicense or encumber (hereinafter collectively referred to as "Transfer" in whole or in part this Agreement, the Franchisee, the **BringPro** business (with or without the name), the majority of assets of the **BringPro** business, or the Delivery Vehicle of the **BringPro** business, or represent to any person that such an Transfer has been made without Franchisor's prior written approval. For purposes of this Paragraph 12.01, the term "Transfer" shall include any Transfer, sale or encumbrance of any shares of stock of a Franchisee that is a corporation, any partnership interest of a Franchisee that is a partnership, any membership interest of a Franchisee that is a limited liability company, and any equity or ownership interest or rights in any other form of entity. Any attempted Transfer without Franchisor's prior written consent shall be void and a breach of this Agreement.

12.02 Conditions of Transfer.

As preconditions for obtaining Franchisor's consent to any Transfer, the following terms and conditions must be met:

a. Franchisee must be current in payment of all fees and charges to Franchisor and any of its related companies;

b. Franchisee must not be in material breach of this Agreement or of any other agreement between Franchisor and Franchisee;

c. Franchisee must have paid in full all debts in connection with the **BringPro** business; or

d. The Transferee must have agreed to assume all of the obligations of the **BringPro** business;

e. The Transferee must execute, if requested by Franchisor, a waiver and release of any claim against Franchisor for representations made by Franchisee or any omission by Franchisee to disclose facts, material or otherwise;

f. Franchisee must execute, if requested by Franchisor, a general release, and an agreement to defend, hold harmless and indemnify Franchisor from any claim by the Transferee in form specified by Franchisor.

g. Franchisee or the Transferee must pay to Franchisor a Transfer Fee of one-half the current initial fee, and execute, the then current form of Franchise Agreement;

h. The Transferee must, successfully complete the then current initial training program (Franchisor will train 1 person as included in the Transfer Fee), with additional trainees, at the Transferee's cost at the then current additional person training fee (plus any travel and lodging costs);

i. The Transferee must have met the then current qualifications and standards of Franchisor for required of new Franchisees;

j. The Transferee must have or be able to obtain all required insurance for the Delivery Vehicle and other insurances; and

k. Franchisee must give Franchisor at least thirty (30) days written notice of intent to transfer; Franchisor has the first right of refusal to purchase the business or assets upon the same terms as those agreed upon by Franchisee with any proposed Transferee; provided, however, Franchisor may substitute cash of equivalent value for any non-cash term. If Franchisee thereafter agrees to accept a revised offer, regardless of the nature of the revision, Franchisor shall have a new right of first refusal hereunder on the new terms.

12.03 Transfer To An Entity.

Notwithstanding the foregoing, if Franchisee is an individual, Upon written notice to Franchisor, Franchisee may Transfer this Agreement to an Entity, which is majority owned by Franchisee; provided that all individual owners shall first shall personally guarantee the performance of this Agreement. **The personal guaranty is in the form of Exhibit E hereto**. No Transfer under this paragraph shall change or limit the liability of any person or entity under this Agreement.

12.04 Approval Process.

The approval of one Transfer does not obligate Franchisor to approve any other or subsequent Transfer. If Franchisee is an Entity, the addition, withdrawal or expulsion of any owner or the transfer of any equity or ownership interest or the dissolution or reorganization of the Entity for any reason is subject to the same considerations as any other Transfer.

12.05 Transfer By Franchisor.

There shall be no restriction upon Franchisor's right to encumber, or Transfer this Agreement or the System. Following such a Transfer, Franchisor shall have no further obligation or liability to Franchisee hereunder or otherwise so long as the Transferee agrees to assume all of Franchisor's liabilities and obligations to Franchisee. Upon Franchisor's request, Franchisee shall execute and deliver a certificate to Franchisor, as described in Paragraph 20.05, in connection with an anticipated transfer or financing procedure by Franchisor. Franchisee agrees to accept any transferee of Franchisor, including any subfranchisor and perform for such transferee the same as for Franchisor.

12.06 No Sublicensing.

Franchisee shall not, directly or indirectly, sublicense or attempt to sublicense the Marks or the System or any part thereof to any person or entity for any purpose. Any attempted or purported sublicense shall be void.

Article 13 - Death Or Incapacity

13.01 Alternatives Upon Death Or Incapacity.

In the event of the death or incapacity of an individual franchisee, or of any individual equity or other owner of an Entity franchisee, the heirs, beneficiaries, devisees or legal representatives of said individual shall, within One Hundred eighty (180) days of such event:

a. Apply to Franchisor for the right to continue to operate the franchise and the **BringPro** business for the duration of the term of this Agreement and any renewals hereof, which right to continue to operate will be granted upon the fulfillment of all of the conditions set forth in Article 12 of this Agreement (except that no transfer fee shall be required); or

b. Sell, transfer or convey Franchisee's interest to a third party in compliance with the provisions of Article 12 of this Agreement; provided, however, in the event a proper and timely application for the right to continue to operate has been made and rejected, the One Hundred eighty (180) days to sell, transfer or convey shall be computed from the date of said rejection. For purposes of this paragraph, Franchisor's silence on an application to continue to operate through the One Hundred eighty (180) days following the event of death or incapacity shall be deemed a rejection made on the last day of such period.

13.02 Effect of Failure To Comply.

In the event of the death or incapacity of an individual franchisee, or any owner of an equity or other interest in an Entity franchisee where the provisions of this Article have not been fulfilled within the time provided, all rights granted to Franchisee under this Agreement shall, at the option of Franchisor, terminate and the parties shall proceed according to and have the rights provided for in Articles 17 and 18.

13.03 Incapacity Defined.

For purposes of this Agreement, "incapacity" is the inability of Franchisee to operate or oversee the operation of the **BringPro** business on a regular basis and in the usual manner by reason of any continuing physical, mental or emotional disability, chemical dependency or other similar limitation which has continued or will more likely than not continue for a period of 60 consecutive days or more. Franchisee (or a family member) shall advise Franchisor in writing, immediately, upon receipt of advice from any physician or other professional that Franchisee or a principal of an Entity franchisee becomes incapacitated. However, Franchisee's failure or inability to advise Franchisor of Franchisee's incapacity shall not limit Franchisor's rights under this sub-paragraph.

Article 14 - Successors And Assigns

This Agreement shall bind and inure to the benefit of the successors, permitted transferees and assigns, personal representatives, heirs and legatees of the parties hereto.

Article 15 - Termination

Franchisor may terminate this Agreement as follows:

a. Except as provided in section b below, Franchisor may terminate this Agreement upon at least thirty (30) days notice and opportunity to cure (or longer if required by law) if Franchisee is in breach of any term of this Agreement or of any other agreement between Franchisee and Franchisor or any affiliate of Franchisor.

b. Franchisor may terminate this Agreement immediately and without opportunity to cure for occurrence of any one or more of the following events (each of which Franchisee acknowledges is good cause for termination and a material breach of this Agreement):

1. Franchisee is involved in any serious, intentional vehicle code violation or serious accident caused in majority part, by Franchisee, with the **BringPro** Delivery Vehicle;
2. Franchisee is cited for any vehicle code violations with the **BringPro** Delivery Vehicle, not corrected within the time required by the issuing agency, or the Delivery Vehicle is impounded for more than 10 days and not retrieved by Franchisee;
3. Franchisee files a voluntary petition in bankruptcy or has an involuntary petition filed against Franchisee, or Franchisee makes an assignment for the benefit of creditors, or a receiver or trustee is appointed;
4. Franchisee violates or attempts to violate the Transfer provisions of this Agreement;
5. Franchisee abandons the **BringPro** business for more than 10 consecutive days, (without Franchisor's consent);
6. Franchisee sublicenses or attempts to sublicense the Marks or the System;
7. Franchisee is an Entity and an impasse exists between owners, which is affecting the operations of the **BringPro** business;
8. Franchisee violates or fails to comply with any law, rule, regulation, ordinance or order affecting the operations of the **BringPro** business, or fails to obtain and continue any license, permit or insurance necessary, for Franchisee's operation of the **BringPro** business;
9. Franchisee is convicted of or pleads guilty or "Nolo Contendere" to any felony;
10. Franchisee fails to operate the **BringPro** business under the Marks or fails to properly display the Marks at all times in full compliance with this Agreement and the Operations Manual;
11. Franchisee engages in any business dealings which are unethical, dishonest or otherwise could cause harm to the Marks, the System, Franchisor, other franchisees, the goodwill associated with the Marks, or to any customer, client or vendor of Franchisee or any other franchisee or the Franchisor;
12. Franchisee fails or refuses to timely execute and deliver a truthful certificate pursuant to paragraph 20.05;
13. Franchisee fails to maintain all required insurance coverage;

14. Any other agreement, including any other Franchise Agreement to which Franchisee is a party, between Franchisee and Franchisor or between Franchisee and any of Franchisor's related companies is terminated for cause;

15. Any repeated violations of default of this Agreement, even though cured, if repeated more than 2 times in any 12 month period;

16. Franchisee fails to secure an approved Delivery Vehicle for the **BringPro** business within 90 days from the signing of this Agreement (there will be no refund of the initial fee);

17. Franchisee fails to successfully complete the initial training.

c. Notwithstanding the above, Franchisor may, in Franchisor's sole discretion, elect to not terminate this Agreement and to, in lieu thereof, impose limitations on Franchisee, including, but not limited to, change of Franchisee's Market Area, and revocation of Franchisee's rights to acquire or offer and sell certain products and services, or implement a remedial program which Franchisee must participate at Franchisee's cost. Franchisor's election to not terminate this Agreement pursuant to this paragraph shall not constitute an election of remedies and Franchisor may, thereafter, terminate this Agreement on account of the same or any other event(s) of default as set forth herein.

Article 16 - Competition With Franchisor

Competing Business Activities During and After the Term.

a. Franchisee covenants that <u>during the term</u> of this Agreement, Franchisee shall not engage in any of the activities described in sections 1-5 below in Franchisee's Market Area or any adjacent Market area in all directions (whether or not there is a BringPro franchisee servicing such area; and Franchisee covenants that for a period of two (2) years after termination or expiration, Franchisee shall not engage in any of the activities described in sections 1-5 below in Franchisee's Market Area or within 20 miles of the borders of Franchisee's Market Area:

1. Engage, directly or indirectly, either personally or as an employee, partner, member, manager, franchisor, franchisee, agent, consultant, shareholder, director, officer, advisor or otherwise, in any other business the same as or similar to that defined under **"BringPro"** herein or which is or would directly or indirectly compete with the **BringPro** business, including but not limited to any pick up delivery service for delivery of furniture, electronics, personal and commercial packages and parcels, and other transportation needs for household goods or business deliveries, including similar moving services. "A Competing Business";

2. Operate any other business from the **BringPro** Delivery Vehicle except the **BringPro**;

3. Use or permit to be used, or sell, convey or otherwise transfer, any Confidential Information of Franchisor or the Marks or anything resembling the Marks in connection with any other business, whether or not such other business is owned, controlled by or associated with Franchisee;

4. Solicit, take away, or divert, and/or influence or attempt to influence any customers, franchisees, vendors, clients, and/or patrons of Franchisee, of Franchisor or of any franchisee of Franchisor, to transfer or divert their business or patronage away from Franchisee, from Franchisor or Franchisor's franchisee(s) to a Competing Business;

5. Solicit or attempt to hire any person who is a current employee of Franchisee, Franchisor or of any other franchisee of Franchisor away from his or her employment for any reason, or attempt to influence any such person to terminate his employment with Franchisee, Franchisor or Franchisor's franchisee(s) for any reason.

b. The State laws where the Franchisee is located will govern this Article 16, and Franchisee acknowledges and agrees that that despite that there may be some state laws to the contrary, the parties specifically agree that, the periods of time of this covenant and the geographical areas of restriction imposed by this covenant are fair and reasonable and are reasonably required for the protection of Franchisor and its franchisees, Franchisee agrees that, in the event a court or arbitrator should determine any part of this covenant to be excessively broad, unenforceable, and/or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. Franchisee further agrees that, in the event that any of the provisions of this Agreement relating to the geographic area of restriction or the periods of time of the covenants shall be deemed to exceed the maximum area or periods of time which a court of competent jurisdiction would deem enforceable, the geographic area or periods of time shall, without further action on the part of any person, be deemed to be modified, amended and/or limited, to the maximum geographic area or time periods which a court of competent jurisdiction would deem valid and enforceable in any jurisdiction in which such court shall be convened. Any such modification shall apply only in the jurisdiction of the deciding court or in the state where the arbitrator made the decision.

c. It shall not be a violation of this Article for Franchisee to have or maintain a passive investment in stock of any publicly traded corporation, provided said stock holdings shall not exceed five percent (5%) of the issued and outstanding stock of such corporation.

d. For purposes of this Agreement, all references to Franchisor shall be deemed to include: (i) any corporation or entity which acquires all, or substantially all, of the assets of Franchisor, whether by statutory merger or otherwise, (ii) any corporation, partnership, or other entity directly or indirectly controlled by or under common control with Franchisor or its successor, and (iii) any subfranchisor or other Transferee of Franchisor.

e. Franchisee acknowledges that it would be extremely difficult to prove with certainty the exact amount of damages caused to Franchisor by a violation of this Article 16 by Franchisee and therefore, Franchisee agrees that, upon proof that Franchisee violated this Article 16, Franchisor shall be entitled to liquidated damages in an amount calculated by multiplying the amount of gross revenues generated by Franchisee or a third party that benefited from the violation during the period of breach and multiplying it by 1.5, until Franchisee ceases its violation whether voluntarily or by injunction issued in favor of Franchisor as provided below. Franchisee acknowledges that this results in a reasonable estimate of what Franchisor's actual damages would be and is not a penalty.

f. Franchisee agrees that any violation of the covenants contained in this Article may cause irreparable harm to Franchisor and its other franchisees and may, such that Franchisor may seek an injunction issued out of a court of competent jurisdiction, in addition to any other remedies provided by law. In the event of any action for a temporary or permanent injunction to enforce this Covenant, Franchisee hereby waives any requirement of a bond to the extent that any bond would exceed one hundred dollars. The substantially prevailing party in any such enforcement action shall be entitled to recover their attorneys fees and costs incurred therein in addition to any and all other remedies.

g. Nothing in this Article 16 shall obligate Franchisor to take action to enforce this or any other covenant against competition against any other franchisee or former franchisee. Franchisee acknowledges that all situations are different and agrees that Franchisor may take a certain action with one franchisee that may be different that another franchisee, depending on all the circumstances which Franchisor may it's reasonable business judgment decision make.

h. The terms of this Article 16 shall survive the termination or expiration of this Agreement for any reason.

Article 17 - Effect Of Termination Or Expiration

17.01 Loss Of Rights.

After the Termination or Expiration, Franchisee shall have no further rights to access, or use, in any manner, the System, the Marks, anything similar to the Marks, the telephone numbers, the telephone listings, any proprietary computer software, any trade secrets or the Operations Manual. Franchisee shall immediately notify such persons as Franchisor shall reasonably require of Franchisee's loss of rights thereto. All sums of money due from Franchisee to Franchisor or to any other **BringPro** franchisee as of the Termination/Expiration Date shall become immediately due and payable. **Franchisor or Franchisor's designee shall have the option, exercisable within sixty (60) days, to purchase at fair market value, or assume the lease for of the BringPro Delivery Vehicle, Tools and Small Equipment and/or inventory supplies**. If Franchisor elects to purchase any of these items, or assume the lease, Franchisee agrees to cooperate in the transfer, to execute any documents which may be required for Franchisor or Franchisor's designee to assume the lease, and to otherwise take no actions which would interfere with the ability of Franchisor or it's designee to assume the said lease. Franchisor does not guarantee that leasing company will release Franchisee from lease or guarantees, and the same is not a condition to Franchisor exercising its rights herein.

17.02 Change Of Identity.

After the Termination/Expiration Date, if State law where the **BringPro** business is located does not enforce post termination prohibitions in Article 16 above, and, if Franchisor is not acquiring the **BringPro Delivery Vehicle**, Franchisee shall immediately refrain from holding itself out to the public in any way as a Franchisee of Franchisor and shall immediately de-identify the Delivery Vehicle and remove all indicia of the **BringPro** name and colors and logos in such vehicle at its sole expense. Franchisee shall immediately file the appropriate forms to abandon or withdraw any assumed name certificate or to change the name of its corporation or partnership to eliminate any reference to the System or the Marks. If Franchisee fails or refuses to comply with de-identifying obligation, Franchisee shall be held to be infringing on Franchisee's trademarks. Franchisee shall immediately return to Franchisor the Operations Manual, all Confidential Information, bulletins, instruction sheets, software, forms, designs, signs, printed matter and other material containing any part of the System or the Marks together with all copies thereof (including electronic or digital copies) that are or have been within Franchisee's custody or control.

17.03 Continuing Fees.

Franchisor shall be entitled to receive royalties and other fees, as of the Termination/Non-renewal Date.

Article 18 - Arbitration of Disputes.

18.01 Agreement to Arbitrate.

Except as provided below, any controversy or claim or dispute between the parties hereto (or their affiliates) arising out of or relating to this Agreement, the negotiation thereof, the offer or acceptance thereof, or the performance or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, versed in franchise, licensing and/or contract law. The issue of arbitrability itself, and appropriate parties (except as provided below under Waiver of Class Actions), is also subject to this arbitration clause. The arbitration hearing shall take place in **Orange County,**

California. The arbitrator shall have all rights to award any appropriate remedy or interim measures. There shall be no rights of discovery other than those specifically agreed upon by the parties, and approved by the arbitrator. The award shall be binding, and judgment on the award may be entered in any court having jurisdiction thereof. The prevailing party shall be awarded all costs fees, arbitrator's compensation and attorneys fees, from the losing party, including pre-arbitration legal fees incurred by a party to enforce its rights under this agreement. The Award will include interest from date of default as part of the Award. This Article shall be governed by the Federal Arbitration Act.

18.02 No Stay of Termination.

Unless otherwise specifically required by applicable law, demand for arbitration or proceedings in arbitration, or court proceedings shall not operate to stay, postpone, prohibit or rescind any expiration, termination or non-renewal of this Agreement as provided in this Agreement, and the parties will be limited to their remedy in damages, as determined by the court or arbitrator, for non-renewal or termination found by the arbitrator to be wrongful. Damages would be an adequate remedy for any such wrongs. The court or arbitrator shall not extend, modify or suspend any of the terms of this Agreement or the reasonable standards of business performance set by Franchisor.

18.03 Exceptions to Arbitration.

The requirements of this Article will not apply, in Franchisor's discretion, to actions for the sole purpose of collecting unpaid money, including franchise fees, royalties or Marketing Fees pursuant to this Agreement, or enforcing Franchisor's rights in the Marks (both for injunctive relief and damages), the Confidential Information or the covenant against competition. Any such actions and claims may be brought in the State or Federal courts in **Orange, County, California, or in the County Courts Franchisee is located.**

18.04 Mandatory Pre-Arbitration Meeting.

Prior to either party being required to file a Demand for Arbitration, the parties are required to attempt to attempt their dispute through in person meeting in good faith, at the Franchisor's offices. Upon the Notice of either party for a mandatory pre-arbitration meeting, the parties must agree on a date which the meeting must take place within 45 days of the notice, unless otherwise agreed. The parties are responsible for their own costs in attending the meeting. Should the party receiving the Notice for mandatory pre-arbitration meeting, fail to respond within 10 days, or refuse to participate, or indicate its refusal to so participate, then the other party may skip this requirement or proceed to mandatory arbitration.

18.05 Waiver of Class Action.

Franchisee waives any class action rights and shall not join with other franchisees in any lawsuit or arbitration and will only utilize this mandatory arbitration process, as an individual proceeding by Franchisee or it's entity as a single action by Franchisee, even if other parties or persons or entities are similarly situated.

Article 19 - Representations Of Franchisee

Franchisee represents and warrants as follows:

a. Franchisee is not currently a party to or subject to any contract or agreement, including any other franchise agreement, employment agreement or any covenant not to compete which would directly or indirectly be breached by entering into this Agreement or which would directly or indirectly prohibit or restrict Franchisee's signing of this Agreement or performance thereunder;

b. Franchisee is executing this Agreement and purchasing the license herein for Franchisee's own account and not as an agent or representative of another (unless for an Entity otherwise named herein and in compliance herewith);

c. Franchisee intends to be actively involved in the **BringPro** business for the entire term of this Agreement and knows of no reason that he/she might become a passive owner;

d. Franchisee is basing Franchisee's decision to purchase this license, in full, upon statements and representations contained in this Agreement and the **BringPro** Franchise Disclosure Document and upon facts obtained pursuant to Franchisee's own investigation. Franchisee is not relying upon any statements or any information received either directly or indirectly from Franchisor or any person acting or purporting to act on behalf of Franchisor which information or statements are not contained in this Agreement or the **BringPro** Franchise Disclosure Document or otherwise in writing and signed by an officer of Franchisor. Franchisee has not received any earnings claims or financial performance information, directly or indirectly, from Franchisor excepting only such information as may be contained in Item 19 of the **BringPro** Franchise Disclosure Document.

e. Franchisee has not terminated and will not terminate Franchisee's existing employment or cease any other income-producing activity until after franchisee has been approved as a franchisee, and had obtained an approved **BringPro Delivery Vehicle,** has successfully completed the Initial Training, and is open for business. If Franchisee elects, notwithstanding this sub-paragraph to terminate employment or income-producing activity, Franchisee knowingly assumes the risk of loss of income and does so contrary to Franchisor's advice.

Article 20 - Miscellaneous Provisions

20.01 Non-waiver.

No act or omission or delay in enforcing a right by either party shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

20.02 Attorneys Fees.

In the event that legal action is properly commenced in court by either party to enforce this Agreement or to determine the rights of any party, the prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable actual attorneys fees and costs, including expert fees.

20.03 Severability.

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or by an arbitration panel, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby, and full effect shall be given to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid, unless such invalidity shall pertain to the obligation to pay fees, in which event this Agreement shall terminate.

20.04 Warranty Of Authority.

Each person signing this Agreement for or on behalf of any party to this Agreement warrants that he/she has full authority to sign and to legally bind the party.

20.05 Estoppel Certificate

In the event that Franchisor is considering Transferring or encumbering this Agreement, the System, or any other of Franchisor's rights or assets, or upon request by Franchisor at any time, Franchisee shall, within ten (10) calendar days after Franchisor shall request the same, execute, acknowledge and deliver to Franchisor, a written certificate that (a) this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement as so modified is in full force and effect); (b) the date to which royalties or other charges have been paid in advance, if any; (c) there are not, to Franchisee's knowledge, any uncured defaults on the part of Franchisor or Franchisee hereunder, or specifying such defaults if any are claimed; (d) setting forth the dates of commencement and expiration of the Term of this Agreement; (e) Franchisee has and knows of no basis for any claims of any kind against Franchisor (or, if Franchisee has or knows of any such claims, a detailed statement of all such claims and a statement that Franchisee has and knows of no other claims); and (f) any other matter upon which certification is requested by Franchisor or a prospective Transferee or lender. Franchisor may rely upon any certificate given pursuant to this sub-paragraph as may any prospective purchaser or lender of all or any portion of Franchisor's rights hereunder. Any failure or refusal to timely execute a truthful certificate pursuant to this sub-paragraph shall be a material breach of this Agreement.

20.06 Paragraph Headings.

The various paragraph headings are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any portion thereof.

20.07 Recitals.

The recitals preceding the first numbered paragraph of this Agreement are hereby made part of this Agreement as if set forth within the numbered paragraphs. All references to “Franchisee” shall include all owners, parents and subsidiaries of Franchisee if Franchisee is an entity.

20.08 No Third Party Beneficiary.

Nothing in this Agreement shall be construed to give Franchisee any rights as a third party beneficiary or otherwise arising out of any similar or other agreement(s) between Franchisor and any other franchisee(s). Nothing in this Agreement shall be construed to give to any other franchisee or any other person any rights arising out of this Agreement. Any action or inaction by Franchisor with regard to any other franchisee's performance or non-performance as to any term of this or any similar agreement shall not give rise to any claims or rights in favor of Franchisee under this Agreement.

20.09 Choice Of Law.

Except as otherwise specified herein, this Agreement shall be governed by and construed under the laws of the state of California except for claims involving Article 16, which shall be governed by the state in which the **BringPro** business is located.

20.10 Notices.

All notices required or permitted by this Agreement ("Notice” or “Notices") shall be sent to the respective parties at the addresses set forth herein. The place of Notice may be modified by appropriate Notice to the other party. All Notices shall be sent by certified mail, return receipt requested, postage prepaid, personally delivered, or by recognized national courier service, with proof of delivery. Notices shall be deemed given at the earlier of (a) receipt by the addressee, for personal delivery (b) upon delivery from a nationally recognized courier service, (c) three (3) days following deposit with the United States Postal Service, with postage prepaid, or (d) immediately upon refusal of delivery by the addressee of the certified mail requiring signature.

20.11 Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior or contemporaneous representations, promises, contracts or agreements not contained in this Agreement or the Franchise Disclosure Document presented herewith are hereby fully superseded.

20.12 Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Franchisor. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Franchisor.

20.13 Effective Date.

This Agreement shall have no force or effect unless and until signed by an officer of Franchisor. The effective date shall be the date of such corporate signature. Notwithstanding the order of signatures, this Agreement shall be deemed made and entered into in the State of California.

20.14 Time Of Essence.

Time is of the essence of this Agreement.

Article 21 - Business Risk.

21.01 No Promises.

Franchisee has been informed by Franchisor, realizes and acknowledges that the business venture contemplated by this Agreement involves business risks and its success or failure will be largely dependent upon Franchisee's abilities in operating and managing the **BringPro** business. Except to the extent expressly set forth in the **BRINGPRO** Franchise Disclosure Document, neither Franchisor nor anyone acting or purporting to act on behalf of Franchisor has made any promises or warranties, expressed or implied, as to Franchisee's potential sales, profits or success. As to those issues, Franchisee has made its own investigation and evaluation. Nothing is this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

21.02 Receipt For Disclosure Document.

Franchisee has received a copy of this Agreement and the **BRINGPRO** Franchise Disclosure Document at least ten (10) business days before signing this Agreement or paying any fee to Franchisor. Franchisee has received a complete copy of this Agreement and all exhibits and addenda, with all material blanks filled in, at least five (5) days before signing this Agreement. Franchisee has been encouraged and provided ample opportunity to consult an attorney or other advisor(s) of its own choosing before entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________ James Garelli, President	______________________________ Franchisee
	______________________________ Franchisee
Dated: ______________________ [effective date]	Date signed: ________________________

EXHIBIT A

to

Franchise Agreement

Individual Owner(s) of BringPro Business

The individual owner(s) of Franchisee's BringPro business are:

Name: ______________________________

Street Address: ______________________________

City: ______________________________

State: ______________________________

Cell phone: ______________________________

Email: ______________________________

Name: ______________________________

Street Address: ______________________________

City: ______________________________

State: ______________________________

Cell phone: ______________________________

Email: ______________________________

EXHIBIT B

to

Franchise Agreement

Market Area

Franchisee's designated Market Area shall be the cities, zip codes or the geographic boundaries as follows:

____

Map(s): Please see attached map if applicable.

EXHIBIT C

to

Franchise Agreement

Required Tools and Small Equipment

Specific items and lists and vendors are in the Operations Manual.

TOOLS AND EQUIPMENT		
Product	**Description**	**Quantity**
Tool Box	Drill, wrench, bits, etc	1
Ramp	Ramp for back Gate	1
Furniture Touch up Pens	12pc	1
Furniture Sliders	4-Pack	1
Rope	50'	2
Straps/Tie Downs	4-pack Ratchet 15'	3
E-Track	10'Lx4.75W	3
O-Rings	Pack of 10	2
Rubber Bands	Small-12pk	1
Rubber Bands	Medium-12pk	1
Rubber Bands	Large-12pk	1
Box Cutters	6pk	1
Booties/Shoe Covers	100pcs	1
Gloves	12 pk	1
Back Brace		2
	Total	**22**

TRUCK		
Product	**Description**	**Quantity**
Protective Flooring	Rubber floor	1
Vehicle Wrap	Bringpro Wrap 148" WB	1
Wall Panels	Black wall paneling	1
Partition	Saftey Partition	1
Install	Install of panels/Partition	1
Cargo Mat	Floor for Cargo Area	1
Truck	transit 350 XLT	1

Other:
Required Accounting/Communication Software
Required Credit Card Processing Services
Required Proprietary Software **BringProNet**

EXHIBIT D

to

Franchise Agreement

Required Initial Inventory

Specific items and lists and vendors are in the Operations Manual.

SUPPLIES

Product	Description	Quantity
	TAPE	
Tan Packing tape	2" x 55yrd (36 Rolls)	1
Clear Packing tape	2" x 55yrd (36 Rolls)	1
Hot melt tape tan	2" x 55yrd (36 Rolls)	1
	STRETCH FILM/WRAP	
Stretch Film	18x1500/55 gauge/14 micron	4
	BOXES	
Small	1.5-16x12x12	25
Medium	3.0-18x18x16	20
Large	4.5-18x18x24	10
Wardrobe Boxes	24x20	10
Wardrobe Bars	24x20	10
Speed Packs	41.5Lx25.75Wx29H	1
Dish Packs Small	2.6-18x18x14	10
Dish Packs Large	5.1-18x18x28	10
Lamp Base Carton	12x12x40	15
	PACKING MATERIAL	
Paper News Print/White	30 Lb	1
Paper Pads/Brown	Paper Pad 54x64 30#	25
Bubble Wrap	24x750	1
	BLANKETS/PADS	
Moving Blankets/Premium	Heavy Duty (12)	2
Door Pads	Complete Door Cover	1
	DOLLIES	
4 Wheel Dolly	900Lbs	2
Appliance Dolly	500Lbs Yeats	1
Big Wheel Attachment		1
	PROTECTORS	
Carpet Mask	24x200'	2
Door Jam Protector	Protector Pad w/ 3 springs	1
Floor Runner	27x20 Red Neoprene	2
Forearm Forklift/Straps	Orange Forearm Straps	1
Shoulder Dolly/Straps	12'Lx5"W Lifting Strap-Set	1
Mattress Bag King		5
Mattress Bag Full		5
Uniforms		10

EXHIBIT E

to

Franchise Agreement

Personal Guaranty

IN CONSIDERATION of and to induce the consent by **BRINGPRO GROUP, INC.,** a **California** corporation ("Franchisor") to the Assignment of all right, title, and interest in and to the **BringPro** Franchise Agreement dated ______________________ to ___________________________________, a ___________________ [Type of Entity and State of organization] ("Franchisee"), [or alternatively, in consideration of and to induce Franchisor's consent for the undersigned to enter into the Franchise Agreement in the Entity form], and for other good and valuable consideration, I/we, and each of us jointly, severally, absolutely and unconditionally guarantee to Franchisor:

1. Payment Of Obligations.

The punctual payment and satisfaction of each and every claim, demand, default, liability, indebtedness, right or cause of action of every nature whatsoever, including expenses, damages and fees, now or hereafter existing, due or to become due, or held by Franchisor, its subsidiaries, divisions, or related companies, together with any interest as it may accrue, and all costs, expenses and attorneys fees paid or incurred by Franchisor or its subsidiary, division, or related company in collecting or attempting to collect the obligations of the Franchisee or in enforcing or attempting to enforce this Guaranty.

2. Continuing Performance.

The timely performance of each term, covenant, and obligation of the license set forth in the **BringPro** Franchise Agreement described above. This is a continuing Guaranty, which shall apply to the Franchise Agreement and any subsequent renewals, extensions, amendments or modifications thereof, and such renewals, extensions, amendments or modifications shall be conclusively presumed to be covered by this Guaranty without further notice to or acceptance by the undersigned.

3. Execution And Delivery.

The undersigned acknowledge(s) and agree(s) that possession of this Guaranty by Franchisor constitutes true and correct execution and actual and proper delivery of same to Franchisor, and the undersigned waive notice of acceptance of this Guaranty and of the incurrence by Franchisee of any liability to which it applies or may apply, and waive presentment and demand for payment thereof, protest, notice of protest and notice of dishonor or non-payment thereof, collection thereof including any notice of default in payment thereof or other notice to, or demand of payment therefore on, any party. The undersigned further waive any right to have security applied before enforcing this Guaranty, any right to require suit against the Franchisee or any other party before enforcing this Guaranty, and any right to subrogation to Franchisor's rights against the Franchisee until the Franchisee's liabilities and obligations to Franchisor are paid and satisfied in full. Payment by the undersigned shall be made at the office of Franchisor in **California**, or such other location as Franchisor may designate in writing.

4. Rights Of Company

Franchisor may, at its option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned and without impairing or releasing the obligations of the undersigned, upon or without any terms or conditions and in whole or in part:

4.01 change the manner, place or terms of payment or change or extend the time of payment of, renew, or alter any obligation, liability or right of the Franchisee under the Franchise Agreement hereby guaranteed, or any liabilities incurred directly or indirectly hereunder, and the guaranty herein made shall apply to the obligations and liabilities of the Franchisee, so changed, extended, renewed or altered;

4.02 exercise or refrain from exercising any rights against Franchisee or others, or otherwise act or refrain from acting;

4.03 settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities which may be due to Franchisor or others; and

4.04 apply any sums paid to any liability or liabilities of Franchisee to Franchisor regardless of what liability or liabilities of Franchisee remain unpaid. Franchisor may, at its option, without the consent of or notice to the undersigned, apply to the payment of the liability created by this guaranty, at any time after such liability becomes payable, any moneys, property, or other assets belonging to the undersigned in the possession, care, custody and control of Franchisor.

5 Irrevocable.

This agreement shall not affect in any manner the right of Franchisor to terminate the Franchise Agreement pursuant to the terms thereof, and this Guaranty shall survive the termination, expiration, or cancellation of the Franchise Agreement. Franchisor may at its option, elect to take no action pursuant to this Guaranty or the Franchise Agreement without waiving any rights under either. The undersigned do further agree that it will not be necessary for Franchisor, in order to enforce the terms of this agreement against them, to first institute suit or exhaust its remedies against the Franchisee or any others. This Guaranty shall operate as a continuing Guaranty and shall be non revocable, except with the express written consent of Franchisor.

6 Joint And Several Liability.

The undersigned, if more than one, shall be jointly and severally liable hereunder and the term "undersigned" shall mean the undersigned or any one or more of them. Anyone signing this Guaranty shall be bound thereto at any time. Any married person who signs this Guaranty hereby expressly agrees that recourse may be had against his/her community and separate property for all obligations under this Guaranty.

7 Successors And Assigns.

This Guaranty shall bind and inure to the benefit of the heirs, executors, administrators, successors, and Assigns of Franchisor and of the undersigned.

8 Noncompetition.

The undersigned hereby agree that they shall be individually bound by the provisions of the Franchise Agreement relating to trade secrets, confidentiality, and non-competition.

9 Bankruptcy Or Insolvency Of Franchisee.

In the event that a petition in bankruptcy or for an arrangement or reorganization of the Franchisee under any state or federal bankruptcy law or for the appointment of a receiver for the Franchisee or any of its property is filed by or against the Franchisee, or if the Franchisee shall make an Assignment for the benefit of creditors or shall become insolvent, all indebtedness and other obligations of the Franchisee shall, for purposes of this Guaranty be immediately due and payable.

WITNESS our hands at ____________________________, on this the _______ day of _______________, 20__.

____
[SIGNATURE]
_______% owner of Franchisee

____
[SIGNATURE]
_______% owner of Franchisee

____
[SIGNATURE]
_______% owner of Franchisee

____
[SIGNATURE]
_______% owner of Franchisee

EXHIBIT F
to
Franchise Agreement

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO BRINGPRO GROUP, INC., INCLUDING CHECKS AND ELECTRONIC TRANSFERS

Depositor hereby authorizes and requests__________________(the "Bank") to initiate debit and credit entries to Depositor's account indicated below drawn by and payable to the order of **BRINGPRO GROUP INC,** (the "Company") in checks drawn on such account payable to the Company or by Electronic Funds Transfer, provided there are sufficient funds in said account to pay the amount upon presentation.

Depositor agrees that the Bank's rights with respect to each such charge shall be the same as if it were a check drawn by the Bank and signed by Depositor. Depositor further agrees that if any such charge is dishonored, whether with or without cause and whether intentionally or inadvertently, the Bank shall be under no liability whatsoever.

Bank Name: ____

Bank Address:____

Transit/ABA Number:____

Account Number:____

This authority is to remain in full force and effect until the Company has received written notification from the depositor of its termination in such time and in such manner to afford the Company and Bank a responsible opportunity to act on such request.

Store Address: ____

Name of Depositor:___________________________(Please print Franchisee name)

____
Date Signed

____
Signature of Depositor

____
Signature of Depositor (in case more than 1 depositor)

PLEASE ATTACH ONE VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS.

EXHIBIT G

to

Franchise Agreement

Confidentiality Agreement FORM

(For Franchisee's Employees)

This Agreement is made by and between ____, doing business as **BringPro** at the location listed below (hereinafter, "the Employer") and ____ , (hereinafter, "Employee").

WHEREAS, Employer is engaged in the business of offering and selling goods and services in connection with the **BringPro** under the Marks and using the System, pursuant to a franchise agreement between Employer and BRINGPRO GROUP, INC. ("Franchisor")**;** and

WHEREAS, Employer has a need for a manager or employee for the **BringPro**; and

WHEREAS, Employee is willing to become a manager or employee for the **BringPro**;

WHEREAS, Employer is willing to hire Employee or to promote Employee but only upon the agreement by Employee to the terms of this Confidentiality Agreement set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and faithful consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

1. Confidential Information.

Employee agrees that all of the information provided to Employee by Employer, by Franchisor, other franchisees, or otherwise obtained by in the course of employment (including pre-employment) relating to the **BringPro** its operation, management, policies, relationship with its Franchisor, identity of is customers, members and vendors, pricing structures and formulas, menu items, recipes, product mix, inventory policies, and similar information, is confidential and is proprietary and constitutes trade secrets of, and is owned by Franchisor ("Confidential Information"). Franchisor is licensing the Confidential Information to Employer under a franchise agreement. Employer is permitted to allow its employees conditional and limited use of the Confidential Information providing such employees sign this Confidentiality Agreement. Employee acknowledges that the Confidential information is not generally available to the public and that it derives independent economic value from not being widely known and is Proprietary to both Employer and Franchisor. Employee acknowledges and agrees that certain items or information to be made available may not, if analyzed in isolation, be trade secrets; however, unless Employer or Franchisor specifically agrees otherwise in writing, all such items and information, when placed in the context of those things which are Confidential Information if analyzed in isolation, become and are part of Franchisor's proprietary information and trade secrets and are subject to this Agreement. Confidential Information does not include information on public record or readily available from a third party without consent by Employer.

2. Trade marks, trade names and logos.

Employee acknowledges the name, ***BringPro*** and any all logos, as well as product-specific or menu specific names and all future slogans, trade names, trademarks, and logos, used in connection with the **BringPro location** ("Marks") are priority, and owned by the Franchisor and licensed to Employer.

3. Nondisclosure.

Employee shall not at any time or in any manner, either directly or indirectly, divulge, disclose or communicate to any unauthorized person(s) any Confidential information or Proprietary or any information. All such information shall be held by Employee in complete confidence. Such information is important, material, and confidential and gravely affects the effective and successful conduct of Employer's **BringPro** and goodwill of Employer and Franchisor. Should Employee, at any time, cease to be an employee of Employer, Employee shall immediately return to the Employer the originals and all copies of all documents or other media containing or representing Confidential or Proprietary Information. Breach of any of the terms of this paragraph shall be a material breach of this Agreement. The terms of this paragraph shall survive termination of this Agreement for any reason. Employee shall be in breach of this Agreement during any month in which Employee or any third party has possession or use of any Confidential or Proprietary Information in violation of this Agreement.

4. Misappropriation.

Employee at no time during or after his/her employment, will Employee improperly disclose or to any 3rd parties, otherwise use or utilize, convey, sell, transfer or reverse engineer any of the Confidential Information, nor use, misuse or copy the Marks, for Employee's own benefit unrelated to his or her employment with Employer, or for the benefit of a third party for their personal gain, including any third party entity which Employee directly or indirectly has control over or an affiliation with whether as an officer, owner, employee, consultant, or otherwise, and whether or not compensated for such use ("Misappropriation"). Employee further acknowledges that should Employee engage in any Misappropriation, both Employer and Franchisor would suffer irreparable harm.

5. Third Party Beneficiary/Enforcement By Franchisor.

Both Employer and Employee acknowledge and agree that this Agreement is for the benefit not only of the Employer, but for the third party benefit of Franchisor, **BRINGPRO GROUP, INC.** Employer and Employee each acknowledge agree that **BRINGPRO GROUP, INC.,** shall have the right (but not the obligation) to enforce this Agreement, for its own account and employee acknowledges that it may fact an action from Employer separately for Employer's damages.

6. Default and Remedies.

Should Employer or Franchisor determine that Employee has violated this agreement, depending on the provision and severity of the violation, Employee may or may not receive notice of default and demand to cure. If the violation is capable of being fully cured within 10 days, Employee will receive such written Notice of Default and Demand to cure prior to legal action being initiated. Employee agrees that, in the event of a violation, Employer and/or Franchisor shall be entitled, in addition to all other remedies available at law or in equity, to a temporary restraining order, a preliminary injunction and other interim relief and that the maximum bond to be required of Employer or Franchisor for such relief shall be ten dollars ($10.00). Employee waives any right to a higher bond. Employee agrees that any action taken by Employer or Franchisor pursuant to this Agreement shall not constitute an election of remedies. In addition to, and not in lieu of, an injunction, Employer and Franchisor shall be entitled to a judgment against Employee for all damages including consequential damages, if the same is able to be calculated. **In addition, if still employed, Employee may be immediately terminated for violating this Confidentiality Agreement.**

7. Effectiveness.

This Agreement shall become effective when signed and shall be enforceable at any time thereafter, and shall remain in effect after Employee's end of employment.

8. Non-waiver

No act or omission or delay in enforcing a right by either party, or Franchisor, shall waive any right under or breach by the other of this Agreement unless such party executes and delivers a written waiver. The waiver by either party of any right under or breach of this Agreement shall not be a waiver of any subsequent or continuing right or breach.

9. Attorneys Fees.

In the event that legal action or arbitration is commenced by either party to enforce this Agreement or to determine the rights of any party, including any appeal proceeding, the substantially prevailing party, in addition to any other remedy, shall be entitled to receive its reasonable attorney's fees and costs.

10. Choice Of Law/Enforcement.

This Agreement shall be governed by and construed under the laws of the state in which the **BringPro** is located and shall be enforced in the Courts is such state.

11. Notices.

All notices required or permitted by this Agreement shall be sent to the respective parties at the addresses set forth herein. The place of notice may be modified by either party. All notices shall be sent by certified mail, return receipt requested, postage prepaid, or personally delivered. Notices shall be deemed given at the earlier of (a) receipt by the addressee or (b) two (2) days following deposit with the United States Postal Service or its successor.

12. Entire Agreement.

This document, together with any exhibits and addenda appended hereto, constitutes the full and complete agreement between the parties hereto with respect to the subject matter hereof. There are no verbal or other agreements that affect or modify this Agreement. Any prior representations, promises, contracts or agreements are hereby fully superseded.

13. Modification.

This Agreement shall not be modified or changed except by a written agreement executed by an officer of Employer. No approval of a deviation from the terms of this Agreement shall be valid unless signed by an officer of Employer.

EMPLOYER	**EMPLOYEE**
______________________________	______________________________ Signature
By ______________________________	Address: ______________________________
Address of **BringPro:**	______________________________
______________________________	Phone: ______________________________
______________________________	
Date: ______________________________	Date: ______________________________

FRANCHISE DISCLOSURE DOCUMENT

Attachment C

List of Franchisees

FRANCHISEES:

NONE

COMPANY (AFFILIATE) OWNED:

BringPro, Inc.
5151 California Ave, Ste. 100
Irvine, CA 92617
800-307-1170

FORMER FRANCHISEES
(Past fiscal year, or who have not communicated with Franchisor within past 10 weeks):

NONE

FRANCHISE DISCLOSURE DOCUMENT

Attachment D

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BRINGPRO®

OPERATIONS MANUAL
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FRANCHISE DISCLOSURE DOCUMENT

Attachment E

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Business
Oversight Suite 750
320 West 4th Street
Los Angeles, CA
1-866-275-2677

Agent: California Commissioner of
Business Oversight

HAWAII

Securities Examiner
1010 Richards
Street
Honolulu, Hawaii 96813

Agent: Director of Hawaii
Department of Commerce and
Consumer Affairs

ILLINOIS

Franchise Division
Office of Attorney
General 500 South
Second Street
Springfield, Illinois 62706

Agent: Illinois Attorney
General

MARYLAND

Office of the Attorney
General Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-
2020 (410) 576-6360

Agent: Maryland Securities
Commissioner 200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of
Attorney General
670 Law Building
Lansing, Michigan 48913

Agent: Michigan Department of
Commerce Corporations and Securities
Bureau

MINNESOTA

Minnesota Department of
Commerce 85 7th Place East,
Suite 500
St. Paul, Minnesota 55101-

Agent: Minnesota Commissioner of
Commerce

INDIANA

Franchise Section
Indiana Securities
Division Room E-111
302 West Washington
Street Indianapolis,
Indiana 46204

Agent: Indiana Secretary of State
Indiana Securities Division 201
State House
Indianapolis, IN 46204

NEW YORK

Bureau of Investor Protection and
Securities
New York State Department of Law
23rd Floor
120 Broadway
New York, New York 10271

Agent:

New York Secretary of State
99 Washington Ave
Albany, NY 12231

NORTH DAKOTA

Office of Securities
Commissioner Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505

Agent: North Dakota Securities
Commissioner

OREGON

Department of Insurance and
Finance Corporate Securities
Section
Labor and Industries Building
Salem, Oregon 97310

Agent: Director of Oregon
Department of Insurance and
Finance

NEBRASKA

Nebraska Department
of Banking and Finance
1200 N Street
P.O. Box 95006
Lincoln, Nebraska 68509-5006

SOUTH DAKOTA

Division of
Securities c/o 118
West Capitol
Pierre, South Dakota
57501 (605) 773-4013

Agent: Director of South Dakota
Division Securities

TEXAS

Secretary of State
P.O. Box 12887 Austin,
Texas 78711

VIRGINIA

State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

Agent: Clerk of the State
Corporation Commission

RHODE ISLAND

Division of
Securities Suite 232
233 Richmond Street
Providence, Rhode Island
02903

Agent: Director of Rhode Island
Department of Business Regulation

WISCONSIN

Securities and Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison Wisconsin 53703

Agent: Wisconsin Commissioner of
Securities

WASHINGTON

Director
Department of Financial
Institutions Securities Division
P.O. Box 9033
Olympia, Washington 98507

Agent: Securities Administrator, Director
of Department of Financial Institutions

FRANCHISE DISCLOSURE DOCUMENT

Attachment F

State Specific Addenda

Addendum to BringPro Franchise Agreement

California

Neither the franchisor nor any person identified in Item 2 of this Disclosure Document is subject to any currently effective order of 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 §§ 20000 through 20043 provide rights to the franchisee concerning termination, transfer 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 provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

The Franchise Agreement contains a covenant not to compete that continues after the termination of the franchise. This provision may not be enforceable under California law.

Under both the California Franchise Relations Act and the Franchise Investment Law, a provision in a Franchise Agreement that requires you to waive your rights under either or both of these laws is void. Any release of claims that the franchisor asks you to sign will specifically exclude claims under these franchise laws.

Section 31125 of the California Corporations Code requires the franchisor to give the franchisee a special disclosure document before soliciting a proposed material modification of an existing franchise.

The franchise agreement and development agreement contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement and development agreement requires binding arbitration. The arbitration will occur at Orange County, and the arbitrators have the discretion to assess the costs of arbitration, including reasonable arbitrators' and attorneys' fees in proportions as the arbitrators may determine. 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.

You must sign a general release of claims if you renew or transfer your franchise. 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 AND WEBISTE ADDRESS WWW.BRINGPRO.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT WWW.DBO.CA.GOV.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF EACH PROPOSED AGREEMENT RELATING TO THE GRANT OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________ James Garelli, President	______________________________ Franchisee
	______________________________ Franchisee
Dated: ____________________ [effective date]	Date signed: ____________________

Addendum to BringPro Franchise Agreement

Illinois

Many states have status concerning the relationship between franchisor and franchisee. These statutes deal with such matters as renewal and termination of franchises. Provisions of this sort will prevail over inconsistent terms in a franchise agreement. Illinois has such a statute (915 ILCS 705/19 and 705/20).

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement includes a choice of law clause designating another state's law as the governing law. Under Illinois law, a Franchise Agreement may not provide for a choice of law of any state other than Illinois. Accordingly, Item 17 w. is amended to state "none" under the heading for "Summary." The Franchise Agreement is amended to omit the California choice of law section.

The Franchise Agreement requires franchisee to sign a release of claims as a condition for transfer or renewal of the franchise. Under the law of Illinois, any provision that purports to bind a person acquiring a franchise to waive compliance with the franchise disclosure law of Illinois is void. Accordingly, insofar as the Franchise Agreement requires franchisee to waive franchisee's rights under the Illinois franchise law, these requirements are deleted from the Franchise Agreement. This provision will not prevent the franchisor from requiring franchisee to sign a release of claims as part of a negotiated settlement of a dispute.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________ James Garelli, President	______________________________ Franchisee
	______________________________ Franchisee
Dated: ____________________ [effective date]	Date signed: __________________________

Addendum to BringPro Franchise Agreement

<u>Maryland</u>

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement says that franchisor may require franchisee to sign a release of claims, other than claims that may not be waived in advance under applicable law, as a condition of renewal or transfer of your franchise. Under Maryland law, the release will not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Under the Franchise Agreement, franchisee must disclaim the occurrence and/or acknowledge the non-occurrence of acts that might constitute a violation of the Maryland franchise law. These representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the franchise is granted.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________	______________________________
James Garelli, President	Franchisee
	______________________________
	Franchisee
Dated: ____________________ [effective date]	Date signed: ____________________

Additional Disclosures Required

Michigan

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:

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

(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 thirty (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

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 five (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 six (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:

Failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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.

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

A FRANCHISE SHALL NOT BE SOLD IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST TEN (10) BUSINESS DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT OR AT LEAST TEN (10) BUSINESS DAYS BEFORE THE RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE STATEMENT DESCRIBED IN THIS STATUTE.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to: Consumer Protection Division
Attn: Marilyn McEwen 670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Addendum to BringPro Franchise Agreement

Minnesota

The Franchise Agreement requires binding arbitration. The arbitration will occur in a state other than Minnesota, with costs being borne by the non-prevailing party party. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

The Franchise Agreement requires application of the laws of a state other than Minnesota. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C. 14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement.

The Franchise Agreement requires you to sign a release of claims as a condition of renewing or transferring a franchise. Minnesota Rule Part 2860.4400J prohibits franchisor from requiring franchisee to sign a release of claims arising under the Minnesota Franchise Law. Therefore, any release we require you to sign will exclude claims arising under the Minnesota Franchise Law.

The Franchise Agreement provides that franchisor is entitled to a temporary injunction or decree of specific performance. The Franchise Agreement is amended to provide that we are entitled to seek a temporary injunction or decree of specific performance if we can demonstrate to a court of competent jurisdiction that there is substantial likelihood of franchisee's breach or threatened breach of any of the terms of the Franchise Agreement, not that franchisor is necessarily entitled to obtain this relief.

Under Minnesota law, any claim arising under §80C may be brought within three years after the cause of action accrues. The Franchise Agreement is amended to provide for a three-year period within which to bring any Minnesota claims.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________	______________________________
James Garelli, President	Franchisee
	______________________________
	Franchisee
Dated: ____________________ [effective date]	Date signed: ______________________

Addendum to BringPro Franchise Agreement

New York

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH FRANCHISEE ABOUT ITEMS COVERED IN THIS PROSPECTUS. 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 PROSPECTUS.

Except as stated in Item 3 of this Disclosure Document, neither the franchisor, its predecessor or predecessors nor any person or sales agent identified in Item 2 of this Disclosure Document: (i) has pending any administrative, criminal, or material civil action (or a significant number of civil actions irrespective of materiality) alleging a felony, violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (ii) 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 a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations; (iii) is subject to any injunctive or restrictive order or decree relating to franchises or under Federal or State franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency.

Neither the franchisor, its affiliate, its predecessor, officers, nor general partner during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The introduction to Item 17 is amended to read as follows:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

The Summary column of Item 17d is amended to read: “You may terminate upon any grounds permitted by law.”

The Summary column of Item 17j is amended to read: “We may assign only to a financially responsible assignee that we reasonably believe is capable of performing its obligations under the franchise agreement and which expressly assumes these obligations in writing.”

The Summary column in Item 17w is amended to add the following: “The foregoing choice of law should not be considered a waiver of any right conferred upon you by the General Business Law of the State of New York, Article 33.”

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________	______________________________
James Garelli, President	Franchisee
	______________________________
	Franchisee
Dated: ____________________ [effective date]	Date signed: ______________________

Addendum to BringPro Franchise Agreement

North Dakota

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 17c is revised to omit any requirement that a general release be signed as a condition of renewal.

Item 17r is amended to add the following: “To the extent that covenants not to compete apply to periods after the term of the franchise, they are generally considered unenforceable in the State of North Dakota.”

Item 17u is amended to omit any reference to the location or mediation or arbitration.

Item 17w is amended to state “None.”

FRANCHISOR:	FRANCHISEE:
BRINGPRO GROUP, INC.	
By ______________________________	______________________________
James Garelli, President	Franchisee
	______________________________
	Franchisee
Dated: ____________________ [effective date]	Date signed: __________________________

Addendum to BringPro Franchise Agreement

Rhode Island

The Rhode Island Securities Division requires the following specific disclosures to be made to prospective Rhode Island franchisees:

In spite of the provisions of Item 17v and Item 17w of the Disclosure Document, any litigation or arbitration arising under the Franchise Agreement will take place in Rhode Island or other place mutually agreed to by the franchisee and franchisor.

To the extent required by §19-28.1-14 of the Rhode Island Franchise Investment Act, the Franchise Agreement will be governed by the laws of the State of Rhode Island.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________________	______________________________
James Garelli, President	Franchisee
	______________________________
	Franchisee
Dated: ____________________ [effective date]	Date signed: ______________________

Addendum to BringPro Franchise Agreement

South Dakota

The Franchise Agreement includes a covenant not to compete after termination of the franchise. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law. The Franchise Agreement provides for arbitration in a state other than South Dakota. Under South Dakota law, arbitration must be conducted at a mutually agreed upon site in accordance with §11 of the Commercial Arbitration Rules of the American Arbitration Association.

The Franchise Agreement designates the law of a state other than South Dakota as the governing law, except that trademark issues are to be under the Landham Act. Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota, but contractual and all other matters will be subject to application, construction, enforcement and interpretation under the governing law specified by the Franchise Agreement.

Under South Dakota law, any provision in a Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and Franchise Agreement must afford a franchisee thirty (30) days written notice with an opportunity to cur the default prior to termination. Under SDL any condition, stipulation or provision purporting to waive compliance with any provision of this chapter, or any rule or order is void.

An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in a Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________ James Garelli, President	______________________ Franchisee
	______________________ Franchisee
Dated: ______________ [effective date]	Date signed: ______________

Addendum to BringPro Franchise Agreement

Washington

The State of Washington has a statute, RCW 19.100.180, that 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 the franchise.

In Washington, provisions of the Franchise Agreement, which unreasonably limit the statute of limitations or remedies under the Washington Franchise Investment Act, such as the right to jury trial, may not be enforceable.

The Franchise Agreement requires application of the laws of a state other than Washington. If there is a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chap. 19.100 RCW, will prevail.

The Franchise Agreement requires franchisee to sign a release of claims as a condition of renewing or transferring the franchise. A release or waiver of rights signed by a franchise owner may not include rights under the Washington Franchise Investment Protection Act.

Under Washington law, transfer fees may be collected only to the extent that they reflect the franchisor's reasonable estimated or actual costs in connection with the transfer.

FRANCHISOR:	**FRANCHISEE:**
BRINGPRO GROUP, INC.	
By ______________________ James Garelli, President	______________________ Franchisee
	______________________ Franchisee
Dated: ______________ [effective date]	Date signed: ______________

FRANCHISE DISCLOSURE DOCUMENT

Attachment G

General Release

This General Release ("Release") is made and entered into on this _____day of ______________, 20__by and between **BRINGPRO GROUP, INC.,** ("Franchisor") and ________________________________("Franchisee") with regard to the following Recitals.

RECITALS

WHEREAS, Franchisor and Franchisee are parties to an **BringPro** Franchise Agreement (the "Franchise Agreement") dated___________________, 20______, granting Franchisee the right to operate an **BringPro** business under Franchisor's proprietary marks and system at the following location: _________________________________:

WHEREAS, Franchisee is requesting Franchisor's consent to a transfer, or requesting a renewal term or requesting Franchisor's consent to ____; and Franchisor is willing to grant such consent in consideration for Franchisee signing this Release.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Release, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

Franchisee, for itself and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasors"), irrevocably and absolutely releases and forever discharges Franchisor and its successors, predecessors, assigns, beneficiaries, executors, trustees, agents, representatives, employees, officers, directors, shareholders, partners, members, subsidiaries and affiliates (jointly and severally, the "Releasees"), of and from all claims, obligations, actions or causes of action (however denominated), whether in law or in equity, and whether known or unknown, present or contingent, for any injury, damage, or loss whatsoever arising from any acts or occurrences occurring as of or prior to the date of this Release relating to the Franchise Agreement, the business operated under the Franchise Agreement, and/or any other agreement between any of the Releasees and any of the Releasors.

The Releasors, and each of them, also covenant not to sue or otherwise bring a claim against any of the Releasees regarding any of the claims being released under this Release.

Franchisee hereby waives the provisions of California Civil Code section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

And any other similar provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Release as of the date first above written.

BRINGPRO GROUP, INC.	**FRANCHISEE**
By: ____________________________	________________________________
James Garelli, President	
	________________________________

FRANCHISE DISCLOSURE DOCUMENT

Attachment H

Franchisee Disclosure Questionnaire

The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of Franchisor's sales agents, that have not been authorized or that may be untrue, inaccurate or misleading.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing **BringPro** from an existing Franchisee?

Yes___No ____

2. I had my first face-to-face meeting with a Franchisor representative on ____,

3. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreements attached to it?

Yes___No ____

4. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreements provided to you?

Yes___No ____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

____

____

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 Addendum to the FDD?

Yes___No ____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating an **BringPro** with an attorney, accountant, or other professional advisor?

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 **BringPro** location 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 sales agent of Franchisor made any statement or promise concerning the revenues, project cost, project cost, profits or operating costs of an **BringPro** operated by the Franchisor or its Franchisees that is contrary to the information contained in the FDD?

Yes___No _____

11. Has any employee or sales agent of Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to the information contained in the FDD?

Yes___No _____

12. Has any employee or sales agent of Franchisor made any statement or promise concerning the total amount of revenue the **BringPro** will generate that is contrary to the information contained in the FDD?

Yes___No _____

13. Has any employee or sales agent of Franchisor made any statement or promise regarding the costs you may incur in operating the **BringPro** that is contrary to or different from, the information contained in the FDD?

Yes___No _____

14. Has any employee or sales agent of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a **BringPro**?

Yes___No _____

15. Has any employee or sales agent of Franchisor made any statement, promise or

agreement 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 Franchisor concerning the purchase of this franchise prior to today?

Yes___No ____

17. Have you paid any money to Franchisor concerning the purchase of this franchise prior to today?

Yes___No ____

If you have answered Yes to any one of questions 10-17, please provide a full explanation of each Yes answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered No to each of questions 10-17 please leave the following lines blank.

____

____

I signed the Franchise Agreement and Addenda (if any) on________________, 20_____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

FRANCHISEE

____________________________________ Date: __________________________

____________________________________ Date: __________________________

____________________________________ Date: __________________________

____________________________________ Date: __________________________

FRANCHISE DISCLOSURE DOCUMENT

Attachment I

Receipts

Item 23

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all Exhibits carefully.

If **BRINGPRO GROUP, INC.** offers you a franchise, it 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. (New York requires the franchisor to provide the franchisee a disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that related to the franchise relationship.)

If **BRINGPRO GROUP, INC.** does 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, Washington, D.C. 20580 and those state agencies listed in Exhibit E. **BRINGPRO GROUP INC.** authorizes the respective Agents identified on Exhibit E to receive service of process for us in the particular state.

The Franchisor is:
BRINGPRO GROUP, INC., **5151 California Ave, Ste. 100, Irvine, CA 92617**

The franchise seller(s) involved in offering and selling the franchise to you is/are:

James Garelli, 5151 California Ave, Ste. 100, Irvine, CA 92617 PH 800-307-1170

I have received a Franchise Disclosure Document, Issued April 11, 2019. This disclosure document includes the following Attachments:

ATTACHMENT A	Financial Statements
ATTACHMENT B	Franchise Agreement with Exhibits
ATTACHMENT C	List of Current and Former Franchisees
ATTACHMENT D	Table of Contents for Manual
ATTACHMENT E	State Administrators and Agents for Service of Process
ATTACHMENT F	State Specific Addenda
ATTACHMENT G	General Release
ATTACHMENT H	Franchisee Disclosure Questionnaire
ATTACHMENT I	Receipts

Date Received:________________ Franchisee:____________________________________

Date Received:________________ Franchisee:____________________________________

KEEP THIS COPY FOR YOUR RECORDS

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Date Received:________________ Franchisee:____________________________________

Date Received:________________ Franchisee:____________________________________

RETURN THIS COPY TO:

BRINGPRO GROUP, INC. 5151 California Ave, Ste. 100, Irvine, CA 92617