FRANCHISE DISCLOSURE DOCUMENT

NPM Franchising, LLC
A Washington Limited Liability Company
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www.Dee-O-Gee.com

We offer franchises to qualified individuals to own and operate a franchise for (1) pet grooming and wash services using our GroomBar™ by EarthWise Pet® brand; (2) pet food and supplies and pet grooming and wash services using our EarthWise Pet® brand; or (3) pet food and supplies, pet grooming and wash services, and doggy daycare services using our Dee-O-Gee® by EarthWise Pet® brand.

The total investment necessary to begin operation of a GroomBar by EarthWise Pet franchise is $214,500 to $557,500. This includes $49,500 to $134,500 that must be paid to the franchisor or its affiliate(s). If you purchase multiple franchises, you will incur these expenses for each franchise.

The total investment necessary to begin operation of a standard EarthWise Pet franchise is $364,500 to $720,500. This includes $59,000 to $159,000 that must be paid to the franchisor or its affiliate(s). If you purchase multiple franchises, you will incur these expenses for each franchise.

The total investment necessary to begin operation of a Dee-O-Gee by EarthWise Pet franchise is $475,750 to $1,138,000. This includes $59,000 to $174,000 that must be paid to the franchisor or its affiliate(s). If you purchase multiple franchises, you will incur these expenses for each franchise.

This disclosure document summarizes certain provisions of your franchise agreement and other

information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 19400 144th Ave NE, Bldg 6E, Woodinville, Washington 98072, franchise@earthwisepet.com and (800) 314-9765 EXT. 1.

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

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

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

Issuance date: December 17, 2021

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

TABLE OF CONTENTS

Item:

1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES (p. 1)
2. BUSINESS EXPERIENCE (p. 3)
3. LITIGATION (p. 4)
4. BANKRUPTCY (p. 4)
5. INITIAL FEES (p. 4)
6. OTHER FEES (p. 6)
7. ESTIMATED INITIAL INVESTMENT (p. 12)
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES (p. 19)
9. FRANCHISEE'S OBLIGATIONS (p. 22)
10. FINANCING (p. 23)
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING (p. 24)
12. TERRITORY (p. 35)
13. TRADEMARKS (p. 36)
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION (p. 39)
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISEE BUSINESS (p. 41)
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL (p. 41)
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION (p. 42)
18. PUBLIC FIGURES (p. 45)
19. FINANCIAL PERFORMANCE REPRESENTATIONS (p. 46)
20. OUTLETS AND FRANCHISEE INFORMATION (p. 52)
21. FINANCIAL STATEMENTS (p. 59)
22. CONTRACTS (p. 59)
23. RECEIPTS (p. 60)

Exhibits:

- A. Financial Statements
- B. List of State Franchise Administrators and Registered Agents
- C. Operations Manual Table of Contents
- D. Franchise Agreement and Exhibits
- E. State Law Addendum
- F. Lists of Franchisees and Area Representative Disclosures
- G. Conditional Assignment
- H. Termination of Assumed Name Addendum
- I. Confidentiality, Non-Disclosure, and Non-Compete Agreement
- J. Electronic Debit Authorization Form
- K. Form of General Release
- L. Form of Service Agreement
- M. SBA Addendum to Franchise Agreement
- N. Disclosure Acknowledgment and Agreement
- O. State Effective Dates
- P. Receipt

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

We are NPM Franchising, LLC. We do business under the names NPM Franchising, EarthWise Pet, GroomBar, and Dee-O-Gee. We do not intend to offer franchises under any other names. NPM Franchising, LLC is called "Us" or "We" in this Franchise Disclosure Document. "You" means the purchaser of a franchise, and includes owners or partners of a corporation, partnership or other legal entity that purchases a franchise. For convenience, this disclosure document refers to the franchise we offer collectively as a "Franchise."

We were formed originally as an Oregon limited liability company on February 26, 2008 under the name Nature's Pet Franchising, LLC. We changed our name to "Nature's Pet Franchising, LLC" March 31, 2011 and changed to our current name, NPM Franchising, LLC, January 2013. We redomiciled to the State of Washington March 2017. Our principal place of business 19400 144th Ave NE, Bldg 6E, Woodinville, WA 98072. Our telephone number is (800) 314-9765. A list of state regulatory authorities and our agents for service of process are listed in Exhibit B.

The Franchises We Offer

We license our franchisees in specified territories to own and operate a franchise under the name(s) and principal mark(s) we specify in the applicable franchise agreement. In this disclosure document, our current trademarks and service marks, and those to be developed in the future for our franchise system, are collectively referred to as the "Marks." We offer the following three types of franchises:

1. *GroomBar™ by EarthWise Pet®* franchises for stores offering pet grooming and pet wash services.

2. *EarthWise Pet®* franchises for retail stores offering pet food and supplies and pet grooming and wash services.

3. *Dee-O-Gee® by EarthWise Pet®* franchises for retail stores offering pet food and supplies, pet grooming and wash services, and doggy daycare services.

We have current franchisees in Oregon and Vancouver, Washington that use our Nature's Pet brand rather than our EarthWise Pet brand. We anticipate that they will convert to the EarthWise Pet brand in the future.

Franchisees use our applicable systems and our applicable Marks in the establishment and operation of their franchises (collectively "Method of Operation"). Some or all of our initial and ongoing obligations to you may be performed by an area representative in your area that is not a party to your Franchise Agreement.

We have created the Franchise program that includes use and promotion of the Marks, store interior

and exterior trade-dress, standards, specifications and procedures for quality, efficient service and uniformity of products and services, procedures and computer software for inventory and management control, training, advertising, promotional programs and ongoing assistance.

We may offer area representative franchises for the right to develop franchises in a specified Development Area through a separate disclosure document. The standard area representative offering requires an area representative to provide certain services related to marketing for prospective franchisees; investigation and qualification of prospective franchisees; pre-opening services to franchisees; and ongoing support and supervision of franchisees within a Development Area.

We began to offer franchises in March 2008. We have not offered franchises in other lines of business. We operate one or more businesses of the type being offered under this Disclosure Document as disclosed in Item 20. We (and any affiliate of ours) retain the right to own or operate additional operations and franchises.

Parents, Predecessors, and Affiliates

We do not have any parents or current affiliates that are required to be disclosed in this Item. PET STUFF FRANCHISING, LLC, a Delaware limited liability company, is our predecessor with respect to the Dee-O-Gee by EarthWise Pet franchise concept. Its principal business address is the same as ours. Our predecessor has not operated businesses of the type we are franchising, but its affiliates have operated Dee-O-Gee businesses since 2008. The predecessor to our predecessor offered franchises from May 2015 to May 2017. Our predecessor offered franchises from May 17, 2021 until we acquired its franchise system in 2021. Our predecessor has not offered franchises in other lines of business.

The entities that formerly owned PET STUFF FRANCHISING, LLC (our processor described above) currently own a minority interest in us.

Market and Competition

The market for pet foods and supplies, dog daycare, pet grooming, pet wash services, and related products and services is well developed. The principal sources of direct competition for our franchises are similar upscale pet stores, many of which are small independent outfits and some of which are part of existing chains, such as Petco and PetSmart. Also, other animal related services and supply outlets and online vendors are sources of indirect competition.

The market for holistic and natural pet foods and supplies is new and developing, with higher development in areas that tend to have more progressive environmental regulation and attitudes.

Our franchisees' services and products are likely to be sold primarily to persons seeking friendly and clean store facilities and who expect high-quality holistic and natural pet foods and supplies and/or pet grooming and/or pet wash services and/or dog daycare.

Applicable Laws

In some states and localities, there may be laws that relate specifically to our industry apart from those that apply to all businesses. Laws, regulations, and requirements that relate specifically to our industry vary by jurisdiction, but they may pertain to licensing, registrations, labeling, pet food safety, pet supplies safety, provision of pet-related services, and other matters. They may be required by applicable state and federal governmental bodies, including departments of food and agriculture and departments of health.

Your store may be subject to local food and health permits and inspection laws. Health laws are intended in part to reduce food borne illnesses and may cover such issues as: bathrooms for certain size establishments, inspections for cleanliness and compliance, storage and packaging, size of facilities, allowed foods and products, food and product storage, etc.

The Association of American Feed Control Officials ("AAFCO") promotes standards and attempts to regulate the quality and safety of pet food in the United States. AAFCO is not a government regulatory authority, however.

It is solely your responsibility to comply with federal and state labor laws. You must pay your employees in compliance with federal and state wage and hour laws. We recommend you seek the advice of a competent employment law specialist in this regard. Consider retaining the services of a qualified labor relations/human resources consultant of your choice. Consider retaining third-party providers of your own choosing for payroll and accounting services.

The franchise agreement places the responsibility solely on you, the franchisee, to comply with all applicable laws and regulations. You should research these requirements before you invest.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and Chairman of the Board of Directors – MICHAEL SEITZ: Mr. Seitz has served as our CEO and Chairman since 2012. He served as our President and Officer of Franchise Training and Franchise Marketing from our inception in 2008 to 2012. Mr. Seitz served as a managing member of our former affiliate, Nature's Pet, LLC, which operated Nature's Pet stores in Hillsboro, Oregon from 2005 to 2015 and Sherwood, Oregon from 2005 to 2010.

President and Chief Development Officer – DAN WEBB: Mr. Webb has served as our President and Chief Development Officer since 2017. He served as our President and Chief Operating Officer from 2012 to 2017. He served as our Vice President from 2011 to 2012. Mr. Webb served as our Director of Franchise Relations from November 2009 to 2011. Mr. Webb served as a managing member of our affiliate, Nature's Pet, LLC, in Hillsboro, Oregon from 2007 to 2015 and Sherwood, Oregon from 2007 to 2010.

Chief Financial Officer – JEREMY GINGERICH: Mr. Gingerich has served as our CFO since 2014. He is a Certified Public Accountant and has been with the accounting firm Wilcox Arredondo & Co. in Portland, Oregon since 2007. He has been one of our LLC Members since 2012.

Chief Nutrition Officer – LISA SENAFE: Ms. Senafe has served as our Chief Nutrition Officer since 2021. She has been President of Pet Stuff America, LLC in Long Grove, Illinois since 2015.

Business experience for our area representatives is listed in Exhibit F.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee:

The Initial Franchise Fee is $39,500 and is payable when you sign the Franchise Agreement.

The Initial Franchise Fee is paid in consideration of our sales expenses, administrative overhead, return on investment, and start-up costs related to the execution of the Franchise Agreement and the opening of the Franchise Premises and for our lost or deferred opportunity to sell franchises in the Franchise Territory to others.

Veteran's Discount:

The Initial Franchise Fee is discounted by 15% if you are a veteran of the U.S. armed forces (not dishonorably discharged).

Initial Training Fee:

For the GroomBar by EarthWise Pet franchise you will pay us an initial training fee of $10,000 when you sign the Franchise Agreement. For the standard EarthWise Pet or Dee-O-Gee by EarthWise Pet franchise you will pay us an initial training fee of $19,500 when you sign the Franchise Agreement. In this disclosure document, the initial training fee is referred to as the "Initial Training Fee". You must pay the Initial Training Fee for the first franchise you purchase

(for up to two individuals). For your second and any additional franchises, you must pay us an additional Initial Training Fee if you elect to have a manager attend our "Initial Training Program" (described in Item 11 of this disclosure document). Otherwise, for your second and any additional franchises (including multiple franchises purchased simultaneously through the Multiple Franchise Purchase Addendum), you pay us a reduced Initial Training Fee (as described below in this Item under the headings "Additional Franchise Purchases" and "Multiple Franchises Purchased Simultaneously").

You must pay all initial fees to us in cash, certified check, or wire transfer.

Equipment, Furniture, Fixtures, and Supplies:

We are an approved supplier (but not the only approved supplier) for some of your initial equipment, furniture, fixtures, and supplies. Because such purchases from us our optional, the low-end of the following estimates is zero. We estimate that you will pay us approximately (1) $0 to $60,000 for a GroomBar franchise, (2) $0 to $75,000 for a standard Earthwise Pet franchise, or (3) $0 to $85,000 for a Dee-O-Gee franchise.

Initial Inventory:

We are also an approved supplier (but not the only approved supplier) for a relatively small portion of your pet food and pet supply inventory. We estimate that you will pay us approximately $0 to $5,000 for such items (depending upon whether and how much you decide to purchase from us). You will purchase the rest of your inventory from our approved suppliers.

Signage:

We are an approved supplier (but not the only approved supplier) for your store signage. Because such purchases from us our optional, the low-end of the following estimates is zero. We estimate that you will pay us approximately (1) $0 to $20,000 for a GroomBar franchise or standard Earthwise Pet franchise, or (2) $0 to $25,000 for a Dee-O-Gee franchise.

Additional Franchise Purchases:

For your second and any additional franchises you purchase from us *other than* simultaneously, the Initial Franchise Fee is reduced by 10% (for the second and each additional franchise). In addition, for your second and any additional franchises, you must pay us a reduced Initial Training Fee of $8,500 for a standard EarthWise Pet or Dee-O-Gee franchise or $5,000 for a GroomBar franchise. The Initial Training Fee for your second and any additional franchises must be paid to us at the time the corresponding training is scheduled.

Multiple Franchises Purchased Simultaneously:

If you sign multiple franchises simultaneously, then the Multiple Franchise Purchase Addendum

will be attached to each of your Franchise Agreements. (See the Multiple Franchise Purchase Addendum in Exhibit 3 of the Franchise Agreement). Multiple franchises you purchase *simultaneously* are sold at reduced initial franchise fees in accordance with the following schedule:

1st store:	$39,500
2nd store:	20% discount
3rd store:	30% discount
4th store:	40% discount
5th store and beyond:	50% discount

For the franchises you purchase simultaneously from us, you will pay the Initial Franchise Fees in accordance with one of the following two options:

(1) 50% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees within 30 days of signing the Franchise Agreements; *or*

(2) 70% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees paid in installments as described in Item 10 of this disclosure document.

In addition, for your first franchise executed in conjunction with a Multiple Franchise Purchase Addendum, you will pay the standard Initial Training Fee (for the type of franchise you are purchasing) at the time of executing that franchise agreement. For your second and any additional franchise agreements executed in conjunction with a Multiple Franchise Purchase Addendum, you must pay us the standard Addition Training Fee (for the type of franchise you are purchasing). The reduced Initial Training Fees for your second and any additional franchises must be paid to us at the time the corresponding training is scheduled.

Non-Refundable:

None of the initial fees described in this Item 5 are refundable. You are encouraged to begin training before incurring any costs or expenses related to the planned opening of your franchise. We will not be liable for any costs or expenses you incur if we terminate the Franchise Agreement because you or your manager fails to satisfactorily complete the mandatory Initial Training Program.

You pay the Initial Franchise Fee at the times described in the Franchise Agreement, unless otherwise specified in state-specific addenda to the Franchise Agreement.

Range of Initial Fees:

The Initial Franchise Fees are uniformly imposed and collected, except that during our last fiscal year, the range of Initial Franchise Fees we charged was $0 to $39,500 and the range of Initial

Training Fees we charged was $0 to $19,500. We waived or reduced such fees for franchisees converting a significant number of existing outlets to the franchise brand or who had significant experience in the pet supplies and services industry.

ITEM 6
OTHER FEES

Name of Fee	**Amount**	**Date Due**	**Remarks**
Weekly Royalty Fee[1]	5% of your Gross Revenue[2]	Due by Wednesday each week for the preceding week (or as we specify in the Operations Manual).	See Notes 3 and 4 We reduce the Weekly Royalty Fee to 4% of your Gross Revenue if you simultaneously purchase three or more franchises from us. See Note 10.
Weekly Marketing Contribution[1]	1.5% of your Gross Revenue for the preceding week	Due by Wednesday each week (or as we specify in the Operations Manual).	See Note 3
Fee for Unsatisfied Automatic Withdrawal	$75 for each unsatisfied attempt	As Incurred	In respect to fees you owe, if we attempt a draw or other process that is returned unsatisfied for any reason, then we may charge you a $75 fee for each unsatisfied attempt.
Regional Marketing Program[4]	Amount not to exceed 1% of your Gross Revenue (These fees are not currently assessed.)	As voted	If at any meeting of the franchisees in an advertising region, 65 percent of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to contribute to a regional marketing program in the amount established by the vote.

Name of Fee	**Amount**	**Date Due**	**Remarks**
Late Payments[5]	The greater of $50 or 5% of the amount due; plus 1.5% of amount due per month as a late payment penalty	After due date and while amounts owed remain unpaid	Applies to all royalty and marketing contributions and requirements and amounts due for purchases from us. You will not be compelled to pay late charges at a rate greater than the maximum allowed by applicable law.
Audit[6]	Cost of audit (currently estimated at $1,000 to $5,000) plus late payment charges on underpayment	Immediately upon demand.	Payable only if audit shows that you understated Gross Revenue by at least 2 percent.
Additional Training and Assistance	Currently the *lesser* of $100 per hour per trainer or $600 per day	Before training	If you request additional training, or we determine, at our own discretion, you need additional training, then in addition to our training fees, you will bear all expenses related to this additional training. If you travel to our headquarters, then your expenses will likely include your travel, lodging, meals and compensation for your employees. Also, if we travel to your location, then you will bear our reasonable travel, room and board expenses. We estimate that these costs could range from approximately $500 to $5,000 depending upon the location of your franchise and the duration of the training.
Franchise Retreats	You will be required to pay	Time of program	Our retreats are generally held in conjunction with industry-

Name of Fee	Amount	Date Due	Remarks
	your expenses as well as your employees' expenses in attending these programs		related seminars or conventions. If we make attendance optional, then you will pay your expenses. If we require your attendance, then we may cover your direct out-of-pocket travel and lodging expenses.
Independent Laboratory Testing Costs[7]	Actual cost of tests (unknown at this time).	As incurred	You will reimburse us for the actual costs of product testing. See note.
Transfer Fee[8]	$20,000	Before transfer	Paid when you sell your franchise according to our then-current Transfer Fee. We may discount the Transfer Fee in our discretion if we deem that the transferee has been trained previously by us to our then-current standards or otherwise does not require our full training program.
Renewal Fee[9]	Reimbursement of our out-of-pocket costs (currently estimated at $0 to $2,500)	Upon renewal	You will reimburse us for our reasonable out-of-pocket costs concerning renewal.
Fee for Retraining Upon Renewal	Reimbursement of our out-of-pocket costs Currently estimated at $0 to $8,500 (plus your expenses)	Before renewal	In addition, we may, in our discretion, require that you or your designated manager attend and successfully complete any retraining program we prescribe before renewal. This will be done at your expense, including travel, meals, lodging, and our then-current training fee.
Refurbishing Upon	Your costs	Upon renewal	As applicable, you must

Name of Fee	**Amount**	**Date Due**	**Remarks**
Renewal			refurbish, remodel, and replace the Franchise Premises, fixtures, vehicles, and equipment to conform to the then-current Operations Manual and Method of Operation.
Assistance in Site Location	Reimbursement of our out-of-pocket costs (if applicable).	As incurred	If you request assistance in selecting a site for the Franchise Premises (as applicable), we may provide reasonable assistance in finding a location acceptable to you. If so, you will pay all reasonable charges plus out-of-pocket expenses for travel, meals, and lodging we incur to help you locate sites and to negotiate a lease for you (if applicable). These expenses will typically range from $0 to $3,000.
Liquidated Damages	The amount you would have paid for Royalty Fees for the lesser of (1) the remaining term of the Franchise Agreement, or (2) 12 months.	Within 30 days following the date of termination.	Payable if you default and we terminate your Franchise Agreement. See the State Law Addendum attached to the FDD for state-required revisions to the Franchise Agreement's liquidated damages provisions. Such payment will be calculated based on the average Royalty Fees paid (or if unpaid, payable) during the immediately preceding 12-month period (or shorter period if you will have operated for less than 12 months)
Interim Management Fees	As incurred	As Incurred	You must pay us a reasonable management fee for management services if we step-in to operate your franchise pursuant to the

Name of Fee	**Amount**	**Date Due**	**Remarks**
			Franchise Agreement. We will not be liable for any debts, losses, costs or expenses incurred in the operation of the Franchise during any interim management period.

*Unless otherwise specified, all fees are imposed by and payable to us. All ongoing fees are uniformly imposed and collected, except for the Weekly Royalty Fees and Weekly Marketing Contributions. For example, we may offer reduced Weekly Royalty Fees: (1) to existing, compliant franchisees with significant experience in our franchise system who are purchasing additional franchises; and (2) for franchises to be located in states or regions with unusually high rent and labor costs. Periodically, we have waived or reduced the Weekly Marketing Contribution for a limited time for new franchisees and we have temporarily waived or reduced the Weekly Marketing Contribution and/or Royalty Fee for franchisees purchasing existing unit resales or renewing their franchise term. All fees are non-refundable.

(1) Fees and Reporting. You must use software, as we require, that allows us to access any and all of your sales information. This software may automatically generate for us an itemized report of your business activities for the preceding week. You will fully cooperate with this process and will not intentionally interfere with this process in any way. The report is generated each Tuesday and the Royalty Fees and Marketing Contributions will be drawn on Wednesday of each week (or as we specify otherwise in the Operations Manual). We may periodically amend the timing and method of reporting and payment of fees.

(2) Gross Revenue. "Gross Revenue" includes all receipts generated by your franchise from any source, including, but not limited to, sales, rentals, merchandise, vending, exchanges, services (including, for example, pet grooming and self-wash services), labor, service charges, service contracts, etc. Gross Revenue does *not* include discounts, refunds, and sales taxes.

(3) Automatic Withdrawal. Fees are payable through automatic account withdrawal or other automatic processes we reasonably specify in writing. This may include, check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer or the Internet. The collection method is at our sole discretion. Currently, your fees to us are payable through electronic funds transfer. We may change the process by which we accept fees upon 15 days' advance notice to you. Weekly payments are currently based on Monday to Sunday period, but this is subject to change.

(4) Regional Marketing Program. If at any meeting of the franchisees in an advertising region, 65% of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to contribute to a regional marketing program in the

amount established by the vote (the "Regional Marketing Program"). No advertising region may require any franchisee in that region to contribute to such program in excess of 1% of that franchisee's Gross Revenue.

(5) Late Payments. If any report is not made or any fee or any other amount due under the Franchise Agreement is not delivered or paid to us on or before the date due, you must pay a late charge of the greater of $50 or 5% of the amount due, plus interest at the rate of the 1.5% per month. These late charges and late payment penalties will not exceed any limits placed upon late charges and late payment penalties by applicable local laws. You will also cover all collection costs, including reasonable attorney fees, if we are required to retain an attorney or collection agency to collect delinquent payments you owe to us.

(6) Audit. You must periodically submit to us your sales reports, quarterly and annual financial statements, and tax returns upon request. We may audit your reports, books, financial statements, business records, sales reports, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than 2% for any reported period or periods or unless you fail to deliver any required report of Gross Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, Marketing Contributions, and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under the Franchise Agreement or by law.

(7) Independent Laboratory Testing. We may require that samples of the products, equipment, supplies or materials from any proposed supplier be delivered to a designated independent testing laboratory for testing before we grant approval and allow you to use that supplier. See Item 8 below.

(8) Transfer Fee. You or the transferee will pay the Transfer Fee according to our then-current Transfer Fee Schedule. This fee will reimburse us for our reasonable legal, accounting, credit check, and investigation expenses that result from the transfer and other expenses we incur to otherwise enable the new franchisee to operate the franchise. This fee also covers the cost for the training program for the transferee if we require training.

(9) Renewal. To renew, you must be in compliance and sign a new franchise agreement. You will reimburse us for our reasonable out-of-pocket costs concerning renewal. You must also refurbish, remodel, and replace the Franchise Premises, fixtures, and equipment to conform to the then current Operations Manual and Method of Operation. There will be no limitation on the amount that we may require you to spend on refurbishing, remodeling and replacement.

(10) Royalty Fee for Multiple Franchise Purchasers. The Weekly Royalty Fee is reduced to 4% of your Gross Revenue if you are simultaneously purchasing three or more franchises from us. If you fail to meet your Development Schedule or we otherwise terminate the Multiple Franchise Purchase Addendum for cause, then the Weekly Royalty Fee will increase to 5% from that point forward for your then-current and future outlets developed or to be developed pursuant to the addendum.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(GroomBar by EarthWise Pet Franchise)

EXPENDITURE	AMOUNT	PAYMENT METHOD	WHEN DUE	TO WHOM
Initial Franchise Fee	$39,500	Cash, Cashier's check, ACH, or bank wire transfer	Upon signing the Franchise Agreement	Us
Initial Training Fee	$10,000	Cash, Cashier's check, ACH or bank wire transfer	Upon Signing the Franchise Agreement	Us
Utilities Deposits and Payments	$1,000 to $3,000	As required by vendor	As Incurred	Landlord, Utility Companies and Suppliers
Furnishings, Fixtures and Equipment	$35,000 to $60,000	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers
Computer Hardware, Customized Point of Sale System Software, and Other Software[2]	$1,500 to $3,000	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers

EXPENDITURE	**AMOUNT**	**PAYMENT METHOD**	**WHEN DUE**	**TO WHOM**
Security System	$1,000 to $3,000	As required by vendor	Upon Our Approval of Store Layout	Approved Suppliers
Tenant Improvements[4]	$49,500 to $288,000	As required by vendor	Before Opening	Landlord, Suppliers
Signage	$10,000 to $20,000	As required by vendor	As Incurred	Us or Approved Suppliers
Franchise Premises Rent (deposit and 3 months)[1]	$8,000 to $20,000	As required by vendor	As Incurred	Landlord
Initial Opening Inventory	$5,000 to $20,000	As required by vendor	Before Opening	You may purchase (but are not required to purchase) some of the initial inventory from us. You must purchase the remainder of the initial inventory from approved suppliers.
Travel and Living Expenses While Training	$1,000 to $5,000	As required by vendor	During Training	Airlines, Hotels, Restaurants, etc.
Grand Opening Advertising	$2,500 to $10,000	As required by vendor	Before and in Conjunction with Opening	Suppliers

EXPENDITURE	AMOUNT	PAYMENT METHOD	WHEN DUE	TO WHOM
Insurance – First 3 Months	$500 to $1,000	As required by vendor	As Incurred	Insurance Provider(s)
Additional Funds - 3 Months[3]	$50,000 to $75,000	As required by vendor	As Incurred	Employees, Suppliers, Miscellaneous, etc.
TOTAL[5]	$214,500 to $557,500			

YOUR ESTIMATED INITIAL INVESTMENT
(Standard EarthWise Franchise)

EXPENDITURE	AMOUNT	PAYMENT METHOD	WHEN DUE	TO WHOM
Initial Franchise Fee	$39,500	Cash, Cashier's check, ACH, or bank wire transfer	Upon signing the Franchise Agreement	Us
Initial Training Fee	$19,500	Cash, Cashier's check, ACH or bank wire transfer	Upon Signing the Franchise Agreement	Us
Utilities Deposits and Payments	$1,000 to $3,000	As required by vendor	As Incurred	Landlord, Utility Companies and Suppliers
Furnishings, Fixtures and Equipment	$50,000 to $75,000	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers
Computer Hardware, Customized	$3,000 to $7,500	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers

EXPENDITURE	**AMOUNT**	**PAYMENT METHOD**	**WHEN DUE**	**TO WHOM**
Point of Sale System Software, and Other Software[2]				
Security System	$1,000 to $3,000	As required by vendor	Upon Our Approval of Store Layout	Approved Suppliers
Tenant Improvements[4]	$99,000 to $352,000	As required by vendor	Before Opening	Landlord, Suppliers
Signage	$10,000 to $20,000	As required by vendor	As Incurred	Us or Approved Suppliers
Franchise Premises Rent (deposit and 3 months)[1]	$15,000 to $30,000	As required by vendor	As Incurred	Landlord
Initial Opening Inventory	$45,000 to $65,000	As required by vendor	Before Opening	You may purchase (but are not required to purchase) some of the initial inventory from us. You must purchase the remainder of the initial inventory from approved suppliers.
Travel and Living Expenses While Training	$1,000 to $5,000	As required by vendor	During Training	Airlines, Hotels, Restaurants, etc.

EXPENDITURE	AMOUNT	PAYMENT METHOD	WHEN DUE	TO WHOM
Grand Opening Advertising	$10,000 to $15,000	As required by vendor	Before and in Conjunction with Opening	Suppliers
Insurance – First 3 Months	$500 to $1,000	As required by vendor	As Incurred	Insurance Provider(s)
Additional Funds - 3 Months[3]	$70,000 to $85,000	As required by vendor	As Incurred	Employees, Suppliers, Miscellaneous, etc.
TOTAL[5]	$364,500 to $720,500			

YOUR ESTIMATED INITIAL INVESTMENT
(Dee-O-Gee by EarthWise Pet Franchise)

EXPENDITURE	AMOUNT	PAYMENT METHOD	WHEN DUE	TO WHOM
Initial Franchise Fee	$39,500	Cash, Cashier's check, ACH, or bank wire transfer	Upon signing the Franchise Agreement	Us
Initial Training Fee	$19,500	Cash, Cashier's check, ACH or bank wire transfer	Upon Signing the Franchise Agreement	Us
Utilities Deposits and Payments	$1,000 to $3,000	As required by vendor	As Incurred	Landlord, Utility Companies and Suppliers
Furnishings, Fixtures and Equipment	$60,000 to $85,000	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers

EXPENDITURE	**AMOUNT**	**PAYMENT METHOD**	**WHEN DUE**	**TO WHOM**
Computer Hardware, Customized Point of Sale System Software, and Other Software[2]	$3,000 to $10,000	As required by vendor	Upon Our Approval of Store Layout	Us or Approved Suppliers
Security System	$2,000 to $4,000	As required by vendor	Upon Our Approval of Store Layout	Approved Suppliers
Tenant Improvements[4]	$178,750 to $720,000	As required by vendor	Before Opening	Landlord, Suppliers
Signage	$10,000 to $25,000	As required by vendor	As Incurred	Us or Approved Suppliers
Franchise Premises Rent (deposit and 3 months)[1]	$25,000 to $50,000	As required by vendor	As Incurred	Landlord
Initial Opening Inventory	$55,000 to $75,000	As required by vendor	Before Opening	You may purchase (but are not required to purchase) some of the initial inventory from us. You must purchase the remainder of the initial inventory from approved suppliers.
Travel and	$1,000 to $5,000	As required by	During Training	Airlines, Hotels,

EXPENDITURE	**AMOUNT**	**PAYMENT METHOD**	**WHEN DUE**	**TO WHOM**
Living Expenses While Training		vendor		Restaurants, etc.
Grand Opening Advertising	$10,000 to $15,000	As required by vendor	Before and in Conjunction with Opening	Suppliers
Insurance – First 3 Months	$1,000 to $2,000	As required by vendor	As Incurred	Insurance Provider(s)
Additional Funds - 3 Months[3]	$70,000 to $85,000	As required by vendor	As Incurred	Employees, Suppliers, Miscellaneous, etc.
TOTAL[5]	$475,750 to $1,138,000			

Notes:

(1) Rent and Security Deposits. This row in the above table estimates the range for the security deposits and lease payments during the first three months of operation. You are solely responsible for obtaining and paying for a location for the franchise. The cost of purchasing or leasing premises for the franchise varies with the location and size of the premises. The typical size of a Franchise Premises is from 900-1,800 square feet gross leased space for our GroomBar by EarthWise Pet model, 1,800-2,200 square feet gross leased space for our standard EarthWise Pet model, and 3,250-4,500 square feet gross leased space for our Dee-O-Gee by EarthWise Pet model. The estimates in the above table are based on a Franchise Premises within this range of square footage. We will provide all necessary specifications for your build out so that all franchise locations are regimented. A typical build out cost for your premises is $85 to $180 per square foot if applicable, which may or may not be paid for by the landlord as tenant improvements under the lease arrangement. You will be responsible for any build out costs not covered by your landlord as tenant improvements. See Note 4 below for additional assumptions regarding tenant improvements.

(2) Point of Sale, Computer Hardware, and Software. You must have or purchase computer hardware and software that meets our standards and specifications.

(3) Additional Funds. This row of the table is for recommended minimum working capital. You should plan on other sources of income to cover your living expenses. You will have the other

usual expenses involved in establishing a business. These expenses vary greatly. They include, but are not limited to, attorney fees; sales tax bonds (where required); employee wages; incorporation costs; business licenses, certificates and permits; and office supplies. You must pay all taxes required by local, state or federal laws related to the services furnished or used in connection with the operation of a Franchise. You are required to have access to a facsimile machine, telephone, email, and reliable transportation.

In formulating the amount required for additional funds, we considered or relied upon the following factors, basis, and experience. We estimate that the initial phase covered by the additional funds estimate will be approximately three months. Additional funds are provided only as estimates and apply only to your initial three months of operations of your first Franchise. The high and low range estimates are based on the experiences of our officers, affiliate(s), and franchisees in opening and operating similar businesses.

(4) Tenant Improvements. The low-high ranges in the tables are based on the assumption that the landlord will grant tenant improvement allowances at approximately $20 to $30 per square foot. While this is fairly common based on our experience, it is not inevitable or guaranteed.

(5) Totals. If you purchase multiple franchises, you will incur these expenses for each franchise. We anticipate that multiple franchise purchasers typically will purchase rights to develop three (3) to ten (10) franchises.

Miscellaneous:

Amounts paid to any third parties may be refundable, depending upon the contracts between them and you. Any fees paid to us are not refundable.

We do not finance any of these initial expenses, except as described in Item 10 of this disclosure document and the Multiple Franchise Purchase Addendum.

You should expect to incur these expenses for each separate franchise you purchase.

You should review these estimates with your business advisors before you decide to purchase the franchise or to make any expenditure.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

It is essential to the proper marketing of products and services and to the preservation and promotion of our reputation and acceptance by the public that uniform standards of quality and appearance are maintained; that uniform quantities, volumes, and types of products are offered; and that products and other materials displaying our commercial symbols are of uniform size, quality, and appearance.

Therefore, you will at all times dispense, serve, sell or offer for sale to the public only products that meet the reasonable specifications and standards we, from time to time, designate in writing. Except as otherwise expressly provided below, you are required to obtain all products from us or sources we approve and according to our specifications. Currently, we believe these products give our franchise system strong consumer appeal and a definite competitive advantage over other related businesses.

Computer Systems. Before opening for business, you must purchase all computer hardware and software from an approved supplier (which may be us or an affiliate) or subject to our specifications (as we will designate).

Preferred Real Estate Broker. We may make available the services of a preferred real estate broker to provide site location assistance to you without charge to you. However, we reserve the right to not offer this service or to charge you for this service.

Equipment, Furniture, Fixtures, Pet Food, Supply Products. We are an approved supplier (but not the only approved supplier) for equipment, furniture and fixtures for your franchise. We are also an approved supplier for some pet food and supply inventory. We and our affiliates reserve the right to become approved suppliers for other items and services. We are the only approved supplier of which any of our officers own an ownership interest.

Insurance. Upon commencement of franchise operations, and during the term of the Franchise Agreement, you will obtain and keep in force by advance payment of premium appropriate fire and extended coverage, vandalism, malicious mischief, general liability, and products liability insurance. This insurance will be in an amount sufficient to replace the Franchise Premises, if applicable, and your personal property upon loss or damage. This insurance will be written by a financially responsible insurance company satisfactory to us in accordance with our reasonable standards and specifications. The insurance will include, at a minimum, the following:

A. Comprehensive general liability insurance, including products liability, completed operations, property damage, contractual liability, independent contractors' liability, owned and non-owned and hired automobile coverage, and personal injury coverage with a combined single limit of at least $1,000,000 (or the amount required by the Franchise Premises landlord if greater than $1,000,000), including umbrella coverage.

B. Workers' compensation and employer's liability insurance, and other insurance required by statute or rule of the state in which the franchise is located and operated.

C. Business interruption and lost profit insurance.

D. Employer Practice liability insurance.

E. Animal bailee insurance with reasonable coverage in your discretion or subject to minimum requirements in our Operations Manual (if applicable).

F. Professional liability/errors and omissions insurance for your groomers with reasonable coverage in your discretion or subject to minimum requirements in our Operations Manual (if applicable).

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the Franchise. Your policies of insurance, other than for casualty to the Franchise Premises, will contain a separate endorsement naming us as an additional named insured (unless otherwise provided in our Operations Manual).

Except for items exclusively supplied by us or another exclusively designated supplier, with advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, durability, value, cleanliness, texture, composition, strength, sourcing of ingredients, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We may license any supplier that can meet or exceed our quality control requirements and standards, for a reasonable license fee, to produce and deliver co-branded or private labeled products to you but to no other person. Our confidential standards, requirements, designs, systems and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of our receipt from you of your written notice of request for approval.

From time to time we or our agents may inspect any approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. Should we find from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved.

We may derive revenue from providing products and services directly to our franchisees. During fiscal year ended September 30, 2021, we received such revenue in the amount of $475,378 (which

was 11.5% of our total revenues of $4,116,320).

In addition, we may receive rebates, referral fees, other payments, price adjustments, or discounts based on products or services sold to franchisees by recommended or approved suppliers. We receive rebates based on franchisees' purchases of merchandise from approved suppliers. Currently, these rebates are based on franchisee purchases and range from 1% to 7% of the purchase price. Potential rebates may be based on a percentage of total purchases if a particular volume of purchasing is reached. During our fiscal year ended September 30, 2021, we received such revenue in the amount of $303,306 (which was 7.37% of our total revenues of $4,116,320). Our affiliates did not receive any such revenue during our fiscal year ended September 30, 2021.

We estimate that your required purchases from us or approved suppliers will be from 60% to 85% of the total purchases you make to establish and from 45% to 70% of the total purchases you make to operate your franchise.

We negotiate volume purchase arrangements, including price terms, with suppliers or purchasing cooperatives for the benefit of all of our franchisees. We currently have frequent buyer and other volume purchasing arrangements with several suppliers.

We do not provide material benefits to a franchisee based on a franchisee's use of designated or approved sources (except that continuation as a franchisee under the Franchise Agreement requires you to purchase products and services only from approved or designated suppliers as described above).

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 disclosure document.

Obligation	**Section in Agreement**	**Disclosure Document Item**
a. Site selection and acquisition or lease	Sections 1.1, 1.2, 1.3, 1.4, 1.5 & 4.2	Items 6,11, & 12
b. Pre-opening purchases and leases	Sections 4.1, 5.1 & 8.2	Items 7 & 8
c. Site development and other pre-opening requirements	Sections 1.3, 1.4, 2.9, 3.1, 4.1, 4.2 & 5.1	Items 7, 8 & 12
d. Initial and ongoing training	Sections 3.1 & 3.2	Items 6 & 11
e. Opening	Sections 4 & 5.1	Item 11

Obligation	**Section in Agreement**	**Disclosure Document Item**
f. Fees	Sections 2, 3.2 & 7.1	Items 5, 6 & 17
g. Compliance with standards & policies/ Operations Manual	Sections 5 & 6.3	Items 11 & 17
h. Trademarks and proprietary information	Recitals & Sections 1.1, 5.1, 5.3, 5.4, 5.5, 5.6, 6.5, 9.2 & 9.10; Termination of Assumed Business Name form	Items 13, 14 & 17
i. Restrictions on products and services offered	Sections 1.2, 1.6, 5.1, 5.2, 5.5, 5.6, 5.7, 5.10, 6.3, 6.5	Items 8, 12, 13, 16 & 17
j. Warranty and customer service requirements	Sections 5.1, 5.2 & 5.5	Item 11
k. Territorial development and sales quotas	Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.9, 5.1, & 5.5	Items 7 & 12
l. Ongoing product & service purchases	Sections 2.9, 5.1, 5.2, 5.5, 5.8, 5.10 & 8.2	Items 7 & 8
m. Maintenance, appearance and remodeling requirements	Sections 1.4, 5.1, 5.2, 5.5 & 6.5	Items 7, 11 & 17
n. Insurance	Section 8.2	Item 7
o. Advertising	Sections 1.6, 2.3, 2.4, 2.6, 5.1, 5.2, 5.3, 5.4, 5.5 & 6.5	Items 9 & 11
p. Indemnification	Sections 6.7 & 8.1	Item 6
q. Owner's participation/ management/ staffing	Sections 1.7, 2.9, 3, 4.1, 5, 6.5, 6.8, 7, 9.3, 9.6, 9.9, 9.12 & 9.16	Items 11, 15 & 17
r. Records and reports	Sections 2.7, 5.1, 5.2 & 5.5	Items 6, 11 & 17
s. Inspections and audits	Sections 2.8, 5.1, 5.2 & 5.5	Items 6, 11 & 17
t. Transfer	Section 7	Item 17
u. Renewal	Section 6.1	Item 17
v. Post-termination obligations	Sections 5.6, 5.7, 6.5, 6.6, 6.8, 9.9, 9.12	Item 17

Obligation	Section in Agreement	Disclosure Document Item
w. Non-competition covenants	Sections 5.6, 5.7, 6.5, 6.8, 9.9 & 9.12	Item 17
x. Dispute resolution	Sections 9.7 & 9.8	Item 17

ITEM 10
FINANCING

For franchises you purchase simultaneously from us via a Multiple Franchise Purchase Addendum, you will pay the Initial Franchise Fees in accordance with one of the payment options described below. (If you meet our credit standards, we offer financing to you for the Initial Franchise Fees for multiple franchises purchased simultaneously as described in the second option, below):

(1) 50% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees within 30 days of signing the Franchise Agreements; *or*

(2) 70% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees paid in installments as follows:

(a) Equal monthly installments, including interest at the rate of 10% per annum, amortized from the date the Franchise Agreements are signed until the date of the deadline for opening your last franchise per the Development Schedule. This timing could range, for example, from 12 months (if you are purchasing two franchises simultaneously) to 60 months (if you are purchasing 5 franchises simultaneously) or more (if you are purchasing more than 5 franchises simultaneously).

(b) The first installment would be due 30 days after the Franchise Agreements are signed.

(c) Subsequent installments would be due each month thereafter until the date of the deadline for opening your last franchise per the Development Schedule (and until the unpaid balance, including interest, has been paid).

(d) This installment schedule would be subject to a pre-payment penalty of 10% of the amount then-due at the time of pre-payment.

(e) These obligations would be represented by a promissory note in the form attached to the Multiple Franchise Purchase Addendum (which is attached to the Franchise Agreement as Exhibit 3) to be made and delivered by you within 30 days of signing the Franchise Agreements.

(f) The only security we require is personal signatures on the promissory note by you and your spouse, or by all the owners of your corporation, limited liability or other legal business entity.

(g) If you do not pay within five days of written notice from us that your payment is past due, then we can call the loan and demand immediate payment of the full outstanding balance and obtain court costs and attorney's fees if a collection action is necessary. Thereafter, the note will bear interest at the rate of eighteen percent (18%) per annum, provided such interest rate will not exceed the maximum rate permitted by law. We also have the right to terminate your franchises if you do not make your payments as provided in the Franchise Agreement.

(h) You waive your rights to notice of a collection action and to assert any defenses to collection against us.

Other than as described above, we do not provide direct or indirect financing to you or assist in providing financing for you. We do not guarantee any notes or financial obligations you may incur in setting up and operating your franchise.

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

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

Pre-Opening Obligations

BEFORE YOU OPEN YOUR FRANCHISE, WE WILL:

1) If applicable, designate your Franchise Territory. (Franchise Agreement, Section 1.1).

2) We do not generally own the premises and lease it to you. The factors we may consider in approving proposed site selections include the following: general location, traffic patterns, parking, size, physical characteristics, proximity to competing businesses, demographics of households in the surrounding area, lease terms, sign visibility, neighborhood economic profile, population density and accessibility. You must obtain our prior written approval (which may be by email) for the site of the Franchise Premises and your lease related to it. Our response to your request for approval of a site typically will be given within 30 days after we receive your written request.

   If you and we cannot agree on a site for your Franchise Premises, we may terminate the Franchise Agreement.

   It is your responsibility to investigate all applicable zoning, licensing, leasing and other requirements for any proposed site. Your location must conform to any specific state or local regulations and requirements related to radiation protection. You must ensure that the site you select complies with all local requirements. You will pay all out of pocket expenses for travel, meals, and lodging we incur to help you locate sites and to negotiate a

lease for you (estimated at between $0 and $3,000). You will bear all other site selection and negotiation expenses.

Before you enter a lease or purchase agreement for the Franchise Premises, you will submit the lease or purchase documents to us for review. Lease documents must include an assignment of the lease in a form we approve, under which we may assume the lease as provided in Section 4 of the Franchise Agreement. (Franchise Agreement, Sections 1.1, 1.4, and 4).

3) Approve or disapprove your Franchise Premises site-plan. We will furnish to you a schedule of interior finishes and equipment packages for the franchise premises, which may change from time to time in our Operations Manual. You must purchase interior finishes and equipment from approved suppliers. All costs for site-specific plans will be your responsibility. Site plans, and any modifications to them, must be approved by us before construction. All approvals will be solely within our discretion to maintain a uniform image and décor, consistent with Franchise system concepts. (Franchise Agreement, Sections 1.4 and 5.1).

4) Provide the mandatory Initial Training Program for you and your manager, if applicable, at locations we will designate. (Franchise Agreement, Section 3.1). Through training, we will provide you with our specifications and standards and offer other guidance.

5) Lend you a copy of our confidential Operations Manual and various selling aids. The Operations Manual contains our specifications and standards, which may pertain to operating procedures; accounting and bookkeeping methods; marketing ideas; customer service requirements; inventory requirements and control techniques; plans; equipment, fixture, supply and décor requirements; signage specifications; co-branding requirements; and other rules that we may prescribe and identify as part of the Operations Manual. The table of contents for our Operations Manual as of the date of this Disclosure Document is found in Exhibit C. (Franchise Agreement, Section 5.1).

6) Provide lists of approved and designated suppliers for equipment, signs, fixtures, opening inventory, supplies and other items.

7) We are approved suppliers (but not the only approved suppliers) for equipment, furniture and fixtures for your franchise. We are also an approved supplier for some pet food and supply inventory. If you purchase such items from us, then we will deliver the items to your Franchise Premises at your expense, but we will not install such items. (Franchise Agreement, Section 5.12).

Time to Open

The typical length of time between the signing of the franchise agreement or first payment of consideration for the Franchise and the opening of the Franchise for business is about six to 12

months. You must complete the mandatory training program and commence your franchise business operations within 18 months after you sign the franchise agreement. Factors that may affect this time are finding and negotiating for the Franchise Premises, arranging for the training session, remodeling and equipping the Franchise Premises, obtaining initial inventory, financing and business permit requirements, and your personal operational needs.

If you do not meet the opening deadline described above, then we may terminate the Franchise Agreement. (Franchise Agreement, Section 4.1).

Time to Open – Area Developers

If you sign a Multiple Franchise Purchase Addendum for the right to develop multiple franchises, then you must open and continue to operate each franchise in compliance with the following schedule (the "Development Schedule"):

Franchise Number	**Deadline for Opening**	**Cumulative Number of Franchises to Be Open and in Operation No Later than the Opening Deadline**
1	Within 18 months of signing Multiple Franchise Purchase Addendum	1
2	Within 36 months of signing Addendum	2
3	Within 48 months of signing Addendum	3
4	Within 54 months of signing Addendum	4
5 and thereafter	Additional 6 months thereafter for each franchise	5, 6, 7, etc.

(Franchise Agreement, Exhibit 3 – Multiple Franchise Purchase Addendum).

Obligations After Opening

DURING THE OPERATION OF YOUR FRANCHISE BUSINESS, WE WILL:

1) Administer the NPM Franchising marketing fund from franchisees' Marketing Contributions.

2) Give you access to samples or examples of local advertising materials of which we approve. We will review and approve or disapprove all promotional material and advertising you deliver to us for review prior to use as required by the Franchise Agreement. (Franchise Agreement, Section 2.4).

3) Provide general ongoing supervision and support for the Franchise system. (Franchise Agreement, Section 5.1 and 5.5)

DURING THE OPERATION OF YOUR FRANCHISE BUSINESS, WE MAY:

1) Provide ongoing assistance, for your training, advertising, sales assistance, and use of the Operations Manual. (Franchise Agreement, Section 3.2). Among other things, this may include product training, management training, marketing training and IT and Systems training.

2) Formulate and conduct national and regional promotion programs.

3) Provide refresher training programs and hold franchise retreats. These programs and retreats will be held at locations we designate. Your and your manager's attendance will be optional, but highly encouraged. You will be exclusively responsible for paying all travel, living, and other expenses and compensation for attending these programs and retreats. (Franchise Agreement, Section 3.2.)

4) Inspect the Franchise Premises from time to time and conduct activities to ensure compliance with the terms of the Franchise Agreement and Operations Manual to assure consistent quality and service throughout our franchise system. (Franchise Agreement, Section 5.2).

5) Inspect the facilities of your manufacturers, suppliers, and distributors from time to time. (Franchise Agreement, Section 5.1).

6) Provide other supervision, assistance, or services without additional fees, although we are not bound by the Franchise Agreement or any related agreement to do so. These may include, among other things, advertising materials, literature, additional assistance in training, secret shopper programs, promotional materials, bulletins on new products, merchandise, and new sales and marketing developments and techniques.

Advertising

Marketing Contributions

You must pay us a Weekly Marketing Contribution of 1.5% of your Gross Revenue.

We must conduct advertising using the Weekly Marketing Contributions we receive from franchisees. The funds are not audited. Annual financial statements of the funds are available by electronic means upon your request once they have been prepared, usually within 90 days after the end of the relevant period.

Summary of Marketing Contributions and Expenses for Fiscal Year Ended September 30, 2021

Expenses:	Administrative Expenses	$266,473.76	69.3%
	Production and Market Research	$17,335.11	4.5%
	Media Placement	$100,505.37	26.2%
Total expenses:		**$384,314**	**100%**
Advertising fund contributions:		$381,344	
Excess of expenses over contributions:		$2,970	

The Marketing Contributions are aggregated across our brands. We will make an accounting of the operation of any advertising funds we administer annually and will make such accounting available to you upon request.

Locations that we operate make marketing contributions in the same manner as our franchisees. While advertising materials note that franchises are available from us, no marketing contributions or assessments we collect from our franchisees are used for advertising that is principally a solicitation for the sale of franchises.

We may advertise through any medium we choose, such as print, internet (including website and social media), and public relations. Media coverage may be local, regional and/or national. We may use an outside advertising agency to create advertising. We may use the weekly Advertising Contribution funds to cover our costs for making available to our franchisees certain marketing-related software services, including grooming-marketing software and loyalty program software services. There is no additional cost to you for such services. (Franchise Agreement, Sections 2.3 and 2.4)

We may apply advertising fund contributions to past advertising expenditures. (Franchise Agreement, Section 2.3)

We may receive payment for providing advertising goods or services to our franchisees.

We are not required to spend any amount on advertising in the area or territory where you are located. Any marketing contributions not spent in the fiscal year in which they accrue will be carried over for use in future years.

Advertising Council

Currently, we do not have an advertising council composed of franchisees.

Local Marketing

We or our designee may direct advertising programs used to promote the products and services offered by franchise system locations. We will have sole discretion over all creative concepts,

materials and media used in these programs.

We strongly recommend that you expend in your local market at least 2% of your Gross Revenue to advertise and promote your Franchise. This is in addition to the weekly Marketing Contribution payable to us.

At your request, we will supply to you samples of local advertisements we approve. You will use only advertising materials that we supply to you or that we approve in advance. You may not, without our prior consent, place any advertisement, in any media, which materially varies from the form and content of the approved advertisements supplied to you by us. (Franchise Agreement, Section 2.4).

Regional Marketing Programs

We currently do not have any local franchise advertising cooperatives. At any time, we may create or modify advertising regions for the purpose of establishing regional advertising, marketing and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification, geographical boundaries and governing rules for regional advertising regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each franchise and each outlet we (or an affiliate) own and operate will be entitled to one vote at these meetings. For the purpose of this subsection, each outlet owned by us (or an affiliate) will be deemed to be a franchise.

If at any meeting of the franchisees in an advertising region, 65% of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to contribute to a regional advertising program in the amount established by the vote (the "Regional Marketing Program"). No advertising region may require any franchisee in that region to contribute to such a program in excess of 3% of that franchisee's Gross Revenue. (Franchise Agreement, Section 2.4)

We will administer each Regional Marketing Program in the same manner and upon the same terms and conditions as the Marketing Contribution program established above or we may decide to have each Regional Marketing Program administered by representatives elected by each region, at a meeting we call for this purpose. (Franchise Agreement, Section 2.4).

Operations Manual Table of Contents

The Operations Manual is confidential and remains our property. It contains mandatory and suggested specifications, health and safety requirements, standards and procedures. We may modify the Operations Manual at our sole discretion, but the modifications will not alter your basic status and rights under the franchise agreement. For example, the revisions may include advancements and developments in standards, sales, marketing, operational techniques, and other items and procedures used for the operation of the franchise. (Franchise Agreement, Section 5.1).

The current Table of Contents is found in Exhibit C to this Disclosure Document. It consists of a total of 58 pages plus online content and addenda (including podcasts, video trainings, and online written information). Attached as Exhibit C is the Table of Contents of the base Operations Manual.

Training

At least 60 days before your planned store opening (and no later than 90 days after signing the Franchise Agreement), you (and your manager, if applicable) must attend and complete the Initial Training Program to our satisfaction (unless we otherwise agree to schedule the training program closer to your planned store opening or unless we are unable to provide the training during those time frames). You must ask us to schedule a training session at least 20 days before the session is to start. You (and your manager, if applicable) must complete this mandatory training program to our exclusive satisfaction or we may terminate the Franchise Agreement.

You are encouraged to attend the training session as soon as possible after executing the Franchise Agreement and before incurring any costs or expenses related to the opening of the Franchise. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because you or your manager fail to complete the mandatory training program to our satisfaction. If you are a corporation, partnership, limited liability company, or other legal entity, one of your principal owners must attend the training program. If you or your principal owners will not be directly involved in the supervision of the franchise business, you must employ a designated manager of your choice who also has completed the Initial Training Program to our satisfaction. We shall not have the right to hire, fire, direct, supervise or discipline your manager(s). (Franchise Agreement, Section 3.1).

We do not schedule training on any regular recurring basis; we schedule training based on the number of franchisees which need training at any given time and our logistic needs, such as scheduling, travel, etc. We strive to make training available when convenient for the trainees. A portion of the Initial Training Program will be held in-person in Orlando, Florida; Portland, Oregon; Seattle, Washington; or at another location we choose. This classroom portion of training is held over approximately five consecutive days. In addition, a significant portion of the Initial Training Program is conducted remotely via webcast or other remote technology. We reserve the right to conduct all training via technology. (Franchise Agreement, Section 3). The current training schedule includes the following:

TRAINING PROGRAM*

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Welcome/Program & Philosophy	2 hours (classroom or remote)	N/A	Remote training as indicated; classroom training is at a location we choose
Site Selection/Landlord	As Needed	N/A	

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Training			(typically Orlando, Florida, Portland, Oregon, or Seattle, Washinton); onsite training is at your Franchise Premises
Insurance Training	1 hour (classroom or remote)	N/A	
Marketing/Advertising Training	6-10 hours (classroom or remote)	As Needed	
Product Training	20-60 hours (classroom or remote)	As Needed	
Maximizing Profits	As Needed	As Needed	
Database Training	2-4 hours	As Needed	
Business Management Training	4-8 hours (classroom or remote)	As Needed	
POS Training	10-46 hours (classroom or remote)	2-4 hours	
Merchandising Training and Assistance	As Needed	10-25 hours	
Customer Service Training	1-4 hours (classroom or remote)	2-4 hours	
Services Training	4-8 hours (classroom or remote)	As Needed	

* Our training program may be amended. We provide on-site assistance at your location in connection with the opening of your franchise as further described below in this Item.
** The initial training for the GroomBar franchise may involve significantly less hours than as disclosed in the above table at our discretion. For the GroomBar franchise, all classroom training is provided via remote technology and on-the-job training is provided only if the franchisor determines it is necessary or desirable.

Our key trainers are Dan Webb, Michael Seitz, Jeremy Gingerich, Jorge Aguero, Erika Spath, Sandra Crawford and Erika Fray.

Mr. Seitz has been our CEO and Chairman of the Board since 2012. He served as President and Officer of Franchise Training and Franchise Marketing from our inception in 2008 to 2012. From 2005 to 2016, Mr. Seitz served as a managing member of Nature's Pet, LLC with Nature's Pet operations in Hillsboro and Sherwood, Oregon. From 2003 to 2005, Mr. Seitz served as a consultant for Coast Pet Supply, Inc. based out of Laguna Beach, California.

Mr. Webb has been our President since 2012. He served as our Vice President from 2011 to 2012. He served as our Director of Franchise Relations from November 2009 to 2011. He served as CEO and Officer of Franchise Operations for us from our inception in 2008 to 2009. From 2007 to 2016, Mr. Webb served as a managing member of Nature's Pet, LLC with Nature's Pet operations in Hillsboro, Beaverton, and Sherwood, Oregon.

Mr. Gingerich provides training on accounting, bookkeeping and general business matters. He is a Certified Public Accountant focusing on taxation and financial audits. He has been with the accounting firm Wilcox Arredondo & Co. in Portland, Oregon since 2007. He has been one of our LLC Members since 2012.

Mr. Aguero provides training on marketing and systems. He has been our independently contracted marketing consultant since 2014. Mr. Aguero also owns Fishpunt Design Studio since 2010 and was formerly the Director of Marketing for Expert Car Care from 2007 to 2010.

Ms. Spath provides training on pet nutrition. She is a licensed dietitian and our Certified Pet Dietitian. Ms. Spath started with us as the Lead Pet Dietitian and Trainer in 2018. Her work experience related to pet nutrition dates back to at least 2009.

Ms. Crawford has overseen onsite training for us since 2015. She served as our Franchise Liaison from 2011 to 2015 and Store Manager for a Nature's Pet franchise location in Hillsboro, Oregon from 2007 to 2011.

Ms. Fray assists with onsite training. She previously worked as our Corporate Store Manager, Pet Nutrition Advisor, and New Store Project Manager. She has been employed with us in one of these capacities since 2009.

We anticipate that any trainer will have a minimum of five years of experience in the general subjects such trainer will teach at training.

We may use other qualified trainers such as current employees, franchisees, outside business management consultants, IT consultants, and marketing consultants to assist in the Initial Training Program under the direction and supervision of Mr. Webb and Mr. Seitz. Various Manufacturer Representatives also train on their specific products at our headquarters and onsite at the franchise store location.

The training materials are the Operations Manual, presentations, software, equipment, documents and other items we deem necessary to the operation of a Franchise.

The Initial Training Program is included in the Initial Training Fee. Unless you bring more than one additional person to be trained, we will not charge you any additional fees for the Initial Training Program. You will pay for your accommodations, travel, room, board, and wage expenses during training. You must complete the Initial Training Program unless, at our reasonable discretion, we deem the training unnecessary.

Opening Assistance. At the time of the opening of the Franchise (after not less than 35 days prior written notice to us), we will provide the full-time services of a trainer at the Franchise Premises for 3 to 5 workdays to assist with training, computer software and form use, shop decor, product education, merchandise display, sales assistance, use of the Operations Manual, and to assist you

to supervise the opening. We will bear the trainer's expenses for this assistance. (Franchise Agreement, Section 3.2). The estimated hours and subjects for this assistance are reflected in the table above. For a GroomBar franchise, this opening assistance is provided only if the franchisor determines that it is necessary or desirable.

Additional Training at Your Request. At your option and upon not less than 35 days' prior written notice to us, you or your managers may receive additional training at our training center or at other agreed upon locations. The timing for this training depends upon our availability. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates. This additional training may also consist of visits by us to your Franchise Premises or by you to our other franchise locations. In such case, you are exclusively responsible for our and your reasonable travel, lodging, meals, and training costs and expenses. The duration of training is negotiable depending upon your needs and our availability. You will not receive any compensation for services rendered by us or the trainee during this or any other training. We may designate qualified franchisees or others to conduct some or all of your training. You will not receive any compensation for services rendered by the trainee during this or any other training. (Franchise Agreement, Section 3.2).

Franchisee Retreats and Seminars. We have held and may in the future hold periodic franchisee retreats. These retreats will be held at locations we designate. Your and your manager's attendance will be optional or required, as we designate. If optional, then you will be exclusively responsible for paying all travel, living and other expenses and compensation of attending these retreats. If we require your attendance, then we may cover your direct out-of-pocket travel and lodging expenses. Online webinars and similar types of training are typically required rather than optional. (Franchise Agreement, Section 3.2).

Additional Training We May Require. We may deem it appropriate or necessary to provide additional training and supervision to you and your managers at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future. You will pay our then-current training fees. Also, if we travel to your location, then you will bear our reasonable travel, room and board expenses for such training and supervision. (Franchise Agreement, Section 3.2).

Computer Systems

Before the franchise's opening, we require you to have a computer system, including hardware and software, that conforms to our computer system requirements. This includes a point-of-sale ("POS") system that includes a cash drawer and receipt printer and other hardware and software. Currently, you must pay $250 per month (subject to change) to the provider of the POS system software.

We also require you to install and maintain a high-speed internet connection with a static IP address

to enable real-time communications between our and your computer systems. This connects your franchise with our central database and ensures all sales are properly reported for auditing and control purposes.

The computer systems are used to produce sales reports, inventory control, additional automated reports, and/or to post sales tax, refunds, credits and allowances.

You will purchase your computer systems from our approved supplier(s) (which may be us or an affiliate) or subject to our standards and specifications (as we will designate). (Franchise Agreement - Section 5.8). The estimated initial cost of this computer software and hardware is $1,500 to $3,000 for a GroomBar franchise, $3,000 to $7,500 for a EarthWise Pet franchise, or $3,000 to $10,000 for a Dee-O-Gee franchise.

We require you to use specified software services for grooming-related software. Currently, you must pay $40 per month (subject to change) to us or the provider of the grooming software (as we will designate).

We require you to use specified software services for marketing and customer loyalty programs. We may use the Weekly Advertising Contribution funds to cover our costs for making available these software services. Currently, there is no additional cost to you for such services, but we reserve the right to charge you or require you to incur additional costs for such services.

You must maintain the systems in good working order at all times, and upgrade or update your computer systems during the term of the Franchise Agreement as we may require from time to time. The grooming and customer loyalty program software may include some basic support and updates. Otherwise, it will be your responsibility to enter into contracts for the maintenance, support, upgrades and updates to your computer system with your suppliers. (Franchise Agreement - Section 5.8). We have no obligation to maintain, repair, upgrade or update your computer hardware or software.

Except as provided above, any PC / IT maintenance is handled by a third-party IT company in your area. The cost of PC / IT maintenance ranges from $55 per hour to $125 or more per hour depending on the scope of the repairs or maintenance you need.

You are required to upgrade your computer systems to keep pace with technological advances, as expressed in updates to the Operations Manual (or otherwise in writing or other communications via our internal communication platforms). There are no contractual limits on the frequency or cost of these upgrades. We estimate that these updates or upgrades will cost approximately $0 to $1,500 per year.

The computer systems and software are used to generate receipts for the customer and daily sales reports for you. The computer system collects and generates sales, inventory, rate, and operating information and data. The grooming software service is used for marketing, customer relationship management and reporting. The customer loyalty program software service is a text-based

customer loyalty program.

We will have independent access to your computer systems for reporting purposes. We may remotely access your system without notice. You are required to allow us unfettered access to your systems. There are no contractual limits on our access to the information and data stored in your computer systems.

ITEM 12
TERRITORY

Franchise Premises and Territory

You will operate your franchise from a location approved by us (the "Franchise Premises"). We will not place or authorize anyone else to place a retail shop franchise (or company-owned retail store) using the principal trademark licensed to you within your protected territory (the "Franchise Territory"). We also reserve certain other rights in your Franchise Territory, including those described under the heading "Our Use of Alternative Distribution Channels" below. Therefore, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Ordinarily, the Franchise Territory will be based on a mileage radius from your Franchise Premises based on driving miles. The minimum size of a franchise territory is currently defined as a 1/8 driving mile radius. Franchise territories typically range from 1/8 driving mile radius (for urban downtown locations) to a radius of 3 driving miles. However, franchise territories for our franchisees may vary in size and dimensions based on population, growth trends, affluence of nearby population, topography, geography, density and demographics. The exact description of your Franchise Territory will be indicated in Exhibit 2 of the Franchise Agreement or on other simultaneously executed addenda. We will designate your Franchise Territory when you sign the Franchise Agreement if you have found a Franchise Premises that is approved by us before you sign the Franchise Agreement. Otherwise, the Franchise Territory will be designated upon our approval of your Franchise Premises. If a portion of the driving mile area has previously been assigned, the Franchise Territory will be specified in Exhibit 2 to the Franchise Agreement and may be less than the specified driving miles. The typical size of a Franchise Premises is from 900-1,800 square feet gross leased space for our GroomBar by EarthWise Pet model, 1,800-2,200 square feet gross leased space for our standard EarthWise Pet model, and 3,250-4,500 square feet gross leased space for our Dee-O-Gee by EarthWise Pet model.

Relocation

You must receive our written permission before you relocate your Franchise Premises). If you choose to move, you will have to move to a location that is in the United States of America, that is legally available under state and federal franchise and business opportunity disclosure and registration laws and our contractual commitments (including those with our other franchisees) and that complies with our franchise placement, market development, and demographic criteria.

We will allow you to relocate your Franchise Premises if: the Franchise Premises lease expires or terminates and it is not your fault; the Franchise Premises is destroyed, condemned, or otherwise rendered unusable; or if you and we otherwise agree.

Any relocation will be at your sole expense. You must satisfy our then-current franchise placement and demographics criteria, as expressed in the Operations Manual (or otherwise in writing).

Continuation of Your Franchise

Continuation of your franchise rights does not depend on the achievement of a certain sales value, market penetration, or any other contingency. However, you are required to keep certain standards outlined in the Operations Manual (or otherwise in writing) to maintain your franchise.

No Right of First Refusal

You have no options, rights of first refusal or similar rights to acquire additional franchises within the Franchise Territory or in contiguous territories.

Our Use of Alternative Distribution Channels

There are no restrictions on us from soliciting or accepting orders from consumers inside your Franchise Territory, except as provided in this Item 12. We and our affiliates reserve the right to use other channels of distribution, such as the Internet, direct marketing, national accounts, and private-labeled product sales in grocery and other stores ("Alternative Distribution Channels"), to make sales within the Franchise Territory using our principal trademarks and/or under trademarks different from the ones you will use under the franchise agreement. We are not required to compensate you for soliciting or accepting orders from inside the Franchise Territory.

Your Use of Alternative Distribution Channels

You may not solicit or accept orders from customers outside of your Franchise Territory unless otherwise provided in our Operations Manual or we otherwise approve. You may not use Alternative Distribution Channels to make sales inside or outside of your Franchise Territory unless otherwise provided in our Operations Manual or we otherwise approve.

Other Matters

Except for the brands described in this disclosure document, we have not established and do not intend to establish other franchises or company-owned outlets selling similar products or services under a different method of operation, trade name or service mark, although we reserve the right to do so.

All issues related to local customers who deal with several franchisees in the NPM Franchising system and local opportunities that could involve more than one franchise will be addressed and resolved by the franchisees in the involved local area, subject to our right to give reasonable direction and oversight.

ITEM 13
TRADEMARKS

We grant you the right to operate your franchise using the mark(s) associated with the type of franchise you purchase. We may also grant you the right to use other current or future marks that we may from time to time designate in writing. The Marks will include any trade names, trademarks, service marks and logos we use to identify your Franchise outlet.

We have active registrations for the following marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Mark	**International Classification Numbers**	**Registration Number**	**Registration Date**
EarthWise Pet (standard character mark)	44	4635752	November 11, 2014
EarthWise Pet Supply (standard character mark)	35	4739287	May 19, 2015
Earthwise (standard character mark)	35, 39, and 41	6203033	November 24, 2020
EARTHWISE (standard character mark)	43	6555502	November 9, 2021
Nature's Pet (standard character mark)	3 and 5	6236131	January 5, 2021
DEE-O-GEE (standard character mark)	35, 43, and 45	6046616	May 5, 2020
	35	4981750	June 21, 2016
	35	3598332	March 31, 2009
FUREVER NATURALS (standard character mark)	31	6555547	November 9, 2021
FURKIDS (standard character mark)	9, 35, and 39	6555480	November 9, 2021

We have applied to register the following mark(s) on the Principal Register of the USPTO:

Mark	**International Classification Numbers**	**Serial Number**	**Application Date**
	3, 18, and 44	88392581	April 18, 2019

For the above-listed application(s) that are still pending: We do not have a federal registration for

our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have filed all required affidavits and renewals as applicable.

We also claim common law rights to the above-described names and as well as additional names and logos, including but not limited to Pet Nutrition Center & Wellness Spa and the following logos:

Other than as described in this Disclosure Document, there are no presently effective determinations of the Patent Office, the trademark administrator of any state or any court, any pending interference, opposition or cancellation proceeding and any pending material litigation involving the Marks in any state.

In respect to the "EarthWise Pet" and "EarthWise Pet Supply" marks, we entered into a trademark consent agreement dated June 2014 with Dan-Dee International, Ltd. ("Dan-Dee"). Dan Dee is the owner of U.S. Registration No. 3,999,207 for the mark "Earthwise" for use with various goods including pet toys, and U.S. Registration No. 4,372,788 for the mark "Earthwise" for use with various goods including cat toys and dog toys. The agreement prohibits us from using or licensing to any third party the EarthWise-related marks in connection with any of the goods recited in Dan-Dee's above-referenced registrations, including the use of the trademarks on branded pet toy products (other than pet toys given away as promotional items).

There are no other agreements currently in effect that significantly limit our rights to use or license the use of the Marks listed in this section in a manner material to the franchise.

We know of no infringing uses that could materially affect your use of the Marks.

You must follow our rules when you use the Marks. You cannot use the Marks as part of your

corporate, partnership or other entity name. You may not use our Marks in connection with the sale of an authorized product or service or in a manner we have not authorized in writing.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any of the Marks, or any claim by any person of any rights in any of our Marks. You must not communicate with any person other than us and our legal counsel in connection with any such infringement, challenge or claim. We will indemnify, defend, and hold you harmless from and against any and all third-party claims arising out of or related to your authorized use of our Marks as long as you (1) have used the Marks in strict compliance with the Franchise Agreement and our standards and specifications from and after the effective date of the Franchise Agreement, (2) promptly notify us of the legal claim, and (3) have otherwise complied with all the terms and conditions of the Franchise Agreement from and after its effective date. We will defend the claim using legal counsel of our own choosing. We may settle any claim without your prior consent. You will be entitled to participate in the defense of any such claim with your own independent legal counsel at your own cost and expense. We will exclusively control any litigation, administrative proceeding, or other proceeding arising out any such infringement challenge or claim or action otherwise relating to our Marks. You must execute such documents, render such assistance, and do such acts and things as may in the opinion of our counsel be necessary or advisable to protect and maintain our interests in connection with any such litigation or proceeding, to otherwise protect and maintain our interests in our Marks.

The Marks are our sole and exclusive property. You must follow our rules when you use the Marks. You may not use the Marks in any manner we have not authorized in writing.

All goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law.

You may not use or give others permission to use the Marks, or any colorable imitation of them, combined with any other words or phrases.

We may change or modify any part of the Marks from time to time at our sole discretion. You will accept, use, and protect, for the purposes of the franchise, all changes and modifications as if they were a part of the Marks at the time the franchise agreement is executed. You will bear all costs and expenses which may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications that are material to the franchise. We assert common law copyright rights, without registration, to our Operations Manual, advertising, and branded products, and to

all modifications and additions to them. We intend to affix a statutory notice of copyright to most of these items.

There are no current material determinations of the United State Patent and Trademark Office, the United States Copyright Office, or a court regarding the copyrights. There are no other determinations, agreements, or obligations currently affecting these notices or copyrights. We do not know of any prior rights or infringing uses that could materially affect your use of our copyrighted materials.

You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the franchise during the term of your franchise agreement.

The Operations Manual is described in Item 11. Although we have not filed applications for copyright registration, all copyrighted materials are our property. Item 11 describes limits on use of the copyrighted materials by you and your employees.

We claim proprietary rights to certain confidential information and trade secrets related to our business processes and supplier relationships that you will learn during training. We consider such processes and modifications to be our trade secrets. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree to not contest our rights to, and interest in, our copyrights and other proprietary information.

You must notify us immediately after receiving notice of any claim, demand or cause of action pertaining to the copyrighted materials or on learning that any third party uses the copyrighted materials without authorization. After receipt of timely notice of an action, claim or demand against you relating to the copyrighted materials, we have the right, but not the obligation, to defend or settle any such action. The Franchise Agreement does not obligate us to take affirmative action when notified of infringement. We have the right to contest or bring action against any third party regarding the third party's unauthorized use of any of the copyrighted materials. We have the right to control all actions but are not obligated to take any action. You may not make any demand against any alleged infringer, prosecute any claim or settle or compromise any claim by a third party without our prior written consent. In any defense or prosecution of any litigation relating to the copyrighted materials undertaken by us, you must cooperate with us, execute any and all documents, and take all actions as may be desirable or necessary in the opinion of our counsel, to carry out such defense or prosecution.

We may change or discontinue any part of the copyrighted materials at any time at our sole discretion. You will modify or discontinue use of any copyrighted materials, or will use one or more substitute copyrighted materials, if we so direct in writing at any time. You will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, rights, or detriments related to any modification, discontinuance, or substitution. All obligations or requirements imposed upon you relating to the copyrighted materials will apply with equal force to any modified

or substituted copyrighted materials.

All the improvements, inventions and developments you make, develop or create for use in the franchise will be our property (or that of our parent or an affiliate) and we alone (or our parent or an affiliate) will hold any patent, trademark registration or other form of protection for those improvements, inventions, developments, processes, methods and practices.

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

We may require that you, or one of your owners if you are a company or partnership, participate in the actual day-to-day operation of the franchise business. If you hire a store manager, you must still supervise the franchise and visit the Franchise Premises as may be required in the Operations Manual. Any manager(s) you hire must complete our initial training program (or we may require you to train such manager(s) in accordance with our training standards and requirements outlined in the Operations Manual). The manager is not required to have any equity interest in your franchise business entity. All of your owners must agree to be bound by the confidentiality and non-compete provisions of the Franchise Agreement, and your manager(s) must agree to be bound to similar covenants (to the extent permitted by applicable law).

All of your owners must sign the Franchise Agreement directly or sign a Confidentiality and Non-Competition Agreement in the form attached as Exhibit I. Your managers must sign confidentiality and non-competition agreements containing substantially the same protections as provided in relevant clauses in the Franchise Agreement. You are responsible for ensuring the adequacy and enforceability under local law of any sample form we provide in this regard.

All of your owners must sign the Franchise Agreement directly or sign the Personal Guaranty attached as Exhibit 5 to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you use, offer and sell only those products, goods and services that we approve or are allowed within the parameters of the Product Quality Guidelines that may be contained within the Operations Manual (or otherwise in writing). You must offer all products, goods and services that we designate as required by our franchisees. We reserve the right, without limitation, to modify, delete, and add to the authorized products, goods and services. You must comply with these changes within 15 days of notice. We estimate that you will not be required to spend more than $10,000 per year in order to comply with changes to authorized products, goods and services (excluding the actual cost of ongoing purchases of changed products, goods and services).

You may not install or use any vending machines, juke boxes, games, or musical devices in your franchise without our prior written approval.

There are no limits regarding customers to whom you may sell goods and services from your Franchise Premises. You may not use Alternative Distribution Channels to make sales inside or outside of your Franchise Territory unless otherwise provided in our Operations Manual or we otherwise approve.

All online marketing is part of our marketing programs described in the Operations Manual and defined in the Franchise Agreement, and must be coordinated through us and approved by us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise Term	Section 1.1	10 years
b. Renewal or Extension of the Term	Section 6.1	If you are in good standing and meet the conditions set forth in the Franchise Agreement, you may renew for periods of 10 years under the terms of our then current franchise agreement forms.
c. Requirements for Franchisee to Renew or Extend	Section 6.1	Give notice at least 6 and not more than 9 months before expiration of the initial term; faithfully perform under the initial agreement; refurbish, remodel, or replace the Franchise Premises and replace obsolete equipment; sign general release; sign a new agreement that may contain materially different terms and conditions from the original contract; and go through retraining.
d. Termination by Franchisee	Section 6.2	Subject to state law, you may terminate the Franchise Agreement if you comply with

Provision	Section in Franchise Agreement	Summary
		the provisions of the Franchise Agreement and if we breach any material provision and fail to cure or reasonably to begin to cure that breach within 30 days after receipt of written notice from you. Termination will be effective 10 days after you deliver to us a written declaration of termination for failure to cure within the allowed period.
e. Termination by Franchisor Without Cause	None	
f. Termination by Franchisor with Cause	Section 6.3	We can terminate only if you default.
g. "Cause" Defined – Curable Defaults	Section 6.3(A)	You have 30 days to cure any default not listed in Section 6.3 (B).
h. "Cause" Defined – Noncurable Defaults	Section 6.3 (B)	Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, nonpayment of fees, repeated under reporting of sales, disclosure of information.
i. Franchisee's Duties and Obligations on Termination or Nonrenewal.	Section 6.5	De-identification, return of manuals, release of phone numbers and listings, de-identification of premises, payment of sums owed, confidentiality, and non-competition. At Our option, assign your lease and sell all Franchise related equipment, furnishings, and inventory to us, at the depreciated book value (straight line depreciation over five years) for equipment and furnishings and at your invoice cost for products inventory less a 10% restocking charge. We

Provision	Section in Franchise Agreement	Summary
		will not be liable for any payment to you for intangibles, including, without limitation, goodwill.
j. Assignment of Contract by Franchisor	Section 7.1	There are no restrictions on our right to transfer.
k. "Transfer" by Franchisee - Definition	Section 7.1	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of the franchise agreement, substantial assets of the franchise, or ownership or control of You.
l. Franchisor's Approval of Transfer by Franchisee	Section 7.1	We have the right to approve all transfers.
m. Conditions for Franchisor Approval of Transfer	Section 7.1	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must pay for and successfully complete the mandatory training, you or the transferee must pay the Transfer Fee, the transferee must sign a new franchise agreement on our then current terms, and you must release us.
n. Franchisor's Right of First Refusal to Acquire Franchisee's Business	Section 7.3	If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, 30-day notice and right to decide.
o. Franchisor's Option to Purchase Franchisee's Business	None	
p. Death or Disability of Franchisee	Section 7.2	Within 180 days, your heirs, beneficiaries, devisees or legal representatives may apply to continue to operate the franchise, or transfer Franchise interest.

Provision	Section in Franchise Agreement	Summary
q. Non-Competition Covenants During the Term of the Franchise	Sections 5.6 & 5.7	Subject to state law, you may not disclose confidential information or compete.
r. Non-Competition Covenants After the Franchise is Terminated or Expires	Sections 5.6, 5.7 & 6.8	Subject to state law, no competition is allowed for 730 days in or within 30 miles of your Franchise Territory or 30 miles of any other outlet related to our franchise system (including all brands mentioned in this disclosure document and any other brands we may develop).
s. Modification of the Agreement	Sections 5.5 and 9.7	We may modify the Operations Manual. Modifications to the language of the Franchise Agreement require the signed written agreement of the parties.
t. Integration/Merger Clause	Sections 5.1, 5.5 and 9.7	Only the terms of the franchise agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute Resolution by Arbitration or Mediation	6.5 and 9.7	Before taking any other legal action, the parties agree to mediate and arbitrate most types of disputes in Washington County, Oregon subject to state law.
v. Choice of Forum	Section 9.7	Arbitration and litigation must be in Washington County, Oregon, subject to state law and except as stated in the State Addenda to this Disclosure Document.
w. Choice of Law	Section 9.7	Oregon law applies except to the extent governed by the United States Trademark Act

Provision	Section in Franchise Agreement	Summary
		and subject to state law and except as stated in the State Addenda to this Disclosure Document and in those states whose franchise laws require exclusive application.

ITEM 18
PUBLIC FIGURES

No public figure is involved in our franchise program.

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 only be given 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.

Historical Financial Performance Representations

The following disclosures are historical financial performance representations for calendar year 2021. The representations include only our EarthWise Pet and Nature's Pet franchisees open for at least 12 months as of December 31, 2021. (Such franchises use the same model and systems.) The representations regarding self-wash sales only include such franchisees with two or more self-wash bays because we now typically require new franchisees to have two or more self-wash bays. The representations regarding Grooming Sales only include such franchisees with three or more groomers because we now typically require new franchisees to employee three or more groomers.

The representations do not include our GroomBar by EarthWise Pet or Dee-O-Gee by EarthWise Pet franchisees or any of our company-owned outlets.

The disclosures are based on information reported to us by our franchisees. The information has not been audited.

Self-Wash, Grooming, and Retail Sales for 2021
(Franchisees in Operation for At Least 12 Months as of December 31, 2021)

	All Stores or Subset	Mean	Median	High Store	Low Store
Self -Wash Sales	All Stores with 2+ Self-Wash Bays	18,748	17,154	34,139	9,097
Grooming Sales	All Stores with 3+ Groomers	297,048	265,143	521,756	195,549
Retail Sales	All Stores	613,228	550,735	1,828,379	95,678
Retail Sales	Top 1/3	984,447	931,818	1,828,379	704,687
	Middle 1/3	547,014	550,735	668,703	432,183
	Lower 1/3	308,224	341,007	425,412	95,679
Grooming Sales	Top 1/3	304,779	265,932	521,756	230,189
	Middle 1/3	177,903	183,677	225,438	132,188
	Lower 1/3	86,263	90,266	131,633	27,933
Self-Wash Sales	Top 1/3	25,118	24,680	34,139	17,154
	Middle 1/3	12,698	14,468	16,179	9,198
	Lower 1/3	5,549	5,734	9,105	1,518

Stores Above and Below Mean (Average) for First Table Above:

	Total Stores	Stores Above Mean	Stores Above Mean %	Stores Below Mean	Stores Below Mean %
Self-Wash Sales (All Stores with 2+ Self Wash Bays)	29	13	45%	16	55%
Grooming Sales (All Stores with 3+ Groomers)	20	6	30%	14	70%
Retail Sales	135	55	41%	80	59%
Retail Sales	45	14	31%	31	69%
	45	23	51%	22	49%
	45	28	62%	17	38%
Grooming Sales (All Stores with Grooming)	19	6	32%	13	68%
	20	12	60%	8	40%
	20	11	55%	9	45%

	Total Stores	Stores Above Mean	Stores Above Mean %	Stores Below Mean	Stores Below Mean %
Self-Wash Sales (All Stores with Grooming)	15	7	47%	8	53%
	14	7	50%	7	50%
	14	8	57%	6	43%

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Stores Above and Below Median for First Table Above:

	Total Stores	Stores Above Median	Stores Above Median %	Stores Below Median	Store Below Median %
Self-Wash Sales (All Stores with 2+ Self Wash Bays)	29	15	52%	14	48%
Grooming Sales (All Stores with 3+ Groomers)	20	10	50%	10	50%
Retail Sales	135	68	50%	67	50%
Retail Sales	45	23	51%	22	49%
	45	23	51%	22	49%
	45	23	51%	22	49%
Grooming Sales	19	10	53%	9	47%
	20	10	50%	10	50%
	20	10	50%	10	50%
Self-Wash Sales	15	8	53%	7	47%
	14	7	50%	7	50%
	14	7	50%	7	50%

Notes:

1. **Some outlets have sold this amount. Your individual results may differ. There is no assurance you'll sell as much.**

2. As of December 31, 2021, there were 152 total unit franchised stores in operation. Of those stores, 146 were EarthWise Pet or Nature's Pet franchises. Of those stores, 135 had been in operation for at least 12 months as of December 31, 2021. Of those 135 stores, all sold retail products, 59 offered grooming services, 20 offered grooming services and had 3+ groomers, 43 offered self-wash services, and 29 offered self-wash services and had 2+ self-wash bays as of December 31, 2021. All of these stores reported sufficient financial information to be included in this financial performance representation and all are represented.

3. For purposes of this Item 19, the following definitions and explanations shall apply:

"Retail Sales" means all receipts generated by the franchise from the sale of merchandise, but it does not include discounts, returns and sales taxes. Retail Sales does not include receipts generated from the sale of services, such as grooming or self-wash services.

"Grooming Sales" means all receipts generated by the franchise from the sale of grooming services (including non-self-wash bath services), but it does not include discounts, returns, tips, and sales taxes..

"Self-Wash Sales" means all receipts generated by the franchise from the sale of self-wash services, but it does not include discounts, returns, tips, and sales taxes.

4. Currently, new franchisees may be required to offer pet grooming and self-wash services.

5. The financial performance figures 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 disclosure document, may be one source of this information.

6. Written substantiation of this financial performance representation will be made available to you upon reasonable request.

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Pro Forma Financial Performance Representations

12-Month Pro Forma

The following financial performance representation is a 12-month pro forma. The representations are based on the experience and expectations of our standard single unit EarthWise Pet franchise model in operation for at least 12 months as of December 31, 2021.

The pro forma is based on the additional assumptions that the store has three full-time groomers, two self-wash stations, and an all-in rent of $6,000 per month including triple net expenses (NNN). The pro forma assumes standard Weekly Royalty Fees of 5% of Gross Revenue and standard Weekly Marketing Contribution of 1.5% of Gross Revenue.

Revenue			
	Retail Sales (Mean per Tables Above)	613,228	
	Grooming Sales (Stores with 3+ Groomers Mean per Tables Above)	297,048	
	Self-Wash Sales (Stores with 2+ Bays Mean per Tables Above)	18,748	
		Total Sales	**929,024**
Cost of Goods Sold (COGS)			
	Product COGS (Mean COGS % of 58.37%) (See note 4 below)	357,941	
	Grooming COS (Assumption: 8% of Grooming Sales)	23,764	
	Self-Wash COS (Assumption: 5% of Self Wash Sales)	937	
	Merchant Processing (Assumption: 1.7% of Revenue)	15,793	
		Total COGS	**398,436**
Gross Profit			**530,588**
Expenses			
	Advertising and Promotion (1% of Revenue)	9,290	
	Automobile	2,500	
	Dues and Subscriptions	3,600	
	Education and Training	1,200	
	Employee Benefits (Groomers) (Assumption - $250 per month each)	9,000	
	Insurance	3,000	
	Janitorial	1,200	
	Legal and Professional	4,800	
	Licenses and Permits	1,000	

	Meals and Entertainment	1,000	
	Office Supplies	4,800	
	Rent and Lease ($6,000 per month)	72,000	
	Repairs and Maintenance	1,500	
	Royalty Fee (5% of Revenue)	46,451	
	Marketing Fee (1.5% of Revenue)	13,935	
	Security	1,200	
	Telephone/Internet	3,000	
	Travel	1,200	
	Payroll Retail Staff (1 full-time $17 per hour - 40 hours) (2 part-time $15 per hour - 20 hours)	66,560	
	Payroll Groomers/Bathers (38% net commission for combined groomers/bathers)	112,878	
	Payroll Taxes	13,727	
	Payroll Fees	3,600	
	Utilities	12,000	
		Total Expenses	**389,442**
		EBITDA	**141,146**

Notes:

1. **These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you'll earn as much.**

2. For purposes of this Item 19 pro forma financial performance representation, the following definitions and explanations shall apply:

"Revenue" means all receipts generated by the franchise from any source, but it does not include discounts, returns, tips, and sales taxes.

"Gross Profit" means Revenue minus cost of goods sold.

"EBITDA" means Gross Profit minus ordinary and recurring operating expenses and excluding interest, taxes, depreciation, and amortization.

3. The pro forma is intended to include typical costs of goods sold and expenses for franchisees in our franchise system that meet the criteria identified above. However, you may incur additional expenses not included in the pro forma.

4. In the table above, the COGS for products is 58.37%, which was the average COGS for products for calendar year 2021 for all EarthWise Pet and Nature's Pet franchises in operation for

at least 12 months as of December 31, 2021 and for which cost of goods sold data was automatically collected from the store's point of sale system. See tables immediately below:

	Mean	**Median**	**High Store**	**Low Store**
Retail COGS	58.37%	61.16%	23.84%	69.68%

Total Stores	**Stores Above Mean**	**Stores Below Mean**	**Stores Above Median**	**Stores Below Median**
62	26 (42%)	36 (58%)	31 (50%)	31 (50%)

5. Figures in the table have been rounded to the nearest dollar.

6. Written substantiation of this financial performance representation will be made available to you upon reasonable request.

Other than the preceding financial performance representations, NPM Franchising, LLC does not may any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President and Chief Development Officer, Daniel Webb, 19400 144th Ave NE, Bldg 6E, Woodinville, Washington 98072, (800) 314-9765 EXT. 1, franchise@earthwisepet.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY*
As of September, 2019, 2020 and 2021

Column 1 Outlet Type	Column 2 Fiscal Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2019	49	61	12
	2020	61	67	6
	2021	67	127	60
Company or Affiliate-Owned	2019	3	3	0
	2020	3	2	-1
	2021	2	1	-1
Total Outlets	**2019**	**52**	**64**	**12**
	2020	**64**	**69**	**5**
	2021	**69**	**128**	**59**

* The numbers of area representatives are not reflected in this Item 20 because this disclosure document is for our unit franchise offering. However, the individual unit franchises owned and operated by our area representatives are reflected in this Item 20.

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(other than the Franchisor)
As of September, 2019, 2020 and 2021

Column 1 State	Column 2 Fiscal Year	Column 3 Number of Transfers
Arkansas	2019	0
	2020	0
	2021	1
California	2019	0
	2020	0
	2021	1
Florida	2019	0
	2020	2
	2021	0
Georgia	2019	1
	2020	0
	2021	0
Oklahoma	2019	1
	2020	0
	2021	0
Oregon	2019	1
	2020	0
	2021	0

Column 1 **State**	**Column 2** **Fiscal Year**	**Column 3** **Number of Transfers**
Texas	2019	0
	2020	1
	2021	0
Totals	**2019**	**3**
	2020	**3**
	2021	**2**

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Table No. 3
STATUS OF INDIVIDUAL UNIT FRANCHISED OUTLETS*
As of September, 2019, 2020 and 2021

Column 1 (State)	Column 2 (Fiscal Year)	Column 3 (Outlets at the Start of the Year)	Column 4 (Outlets Opened)	Column 5 (Terminations)	Column 6 (Non-Renewals)	Column 7 (Reacquired from Franchisees)	Column 6 (Ceased Operations - Other Reasons)	Column 8 (Outlets at End of Year)
Alabama	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	1	0	0	0	0
Arizona	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Arkansas	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
California	2019	5	0	0	0	0	0	5
	2020	5	1	0	0	0	0	6
	2021	6	7	0	0	0	0	13
Colorado	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	4	0	0	0	0	5
Florida	2019	7	0	0	0	0	0	7
	2020	7	1	1	0	0	0	7
	2021	7	4	0	0	0	0	11
Georgia	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	5	0	0	0	0	7
Illinois	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	23	0	0	0	0	24
Indiana	2019	0	0	0	0	0	0	0

Column 1 (State)	Column 2 (Fiscal Year)	Column 3 (Outlets at the Start of the Year)	Column 4 (Outlets Opened)	Column 5 (Terminations)	Column 6 (Non-Renewals)	Column 7 (Reacquired from Franchisees)	Column 6 (Ceased Operations - Other Reasons)	Column 8 (Outlets at End of Year)
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Iowa	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
Kansas	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Michigan	2019	0	0	0	0	0	0	0
	2020	0	2	0	0	0	0	2
	2021	2	1	0	0	0	0	3
Minnesota	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Missouri	2019	1	0	0	0	0	0	1
	2020	1	1	1	0	0	0	1
	2021	1	0	0	0	0	0	1
Montana	2019	2	2	0	0	0	0	4
	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
Nevada	2019	1	0	0	0	0	0	1
	2020	1	0	0	1	0	0	0
	2021	0	1	0	0	0	0	1
New Jersey	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
Ohio	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2

Column 1 (State)	Column 2 (Fiscal Year)	Column 3 (Outlets at the Start of the Year)	Column 4 (Outlets Opened)	Column 5 (Terminations)	Column 6 (Non-Renewals)	Column 7 (Reacquired from Franchisees)	Column 6 (Ceased Operations - Other Reasons)	Column 8 (Outlets at End of Year)
	2021	2	2	0	0	0	0	4
Oklahoma	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Oregon	2019	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
South Carolina	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
South Dakota	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Tennessee	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
	2021	0	1	0	0	0	0	1
Texas	2019	4	3	0	0	0	0	7
	2020	7	1	0	0	0	0	8
	2021	8	0	2	0	0	0	6
Washington	2019	1	3	0	0	0	0	4
	2020	4	1	0	1	0	0	4
	2021	4	2	0	0	0	0	6
Wisconsin	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	10	0	0	0	0	12
Totals	**2019**	**49**	**12**	**0**	**0**	**0**	**0**	**61**
	2020	**61**	**11**	**3**	**2**	**0**	**0**	**67**
	2021	**67**	**63**	**3**	**0**	**0**	**0**	**127**

* This table includes franchises owned and operated by entities in which Lisa Senafe, one of our officers, owns an interest.

** Column 8 includes franchises that were voluntarily and mutually terminated by the franchisor and the franchisee and closures for other reasons.

Table No. 4
STATUS OF COMPANY AND AFFILIATE-OWNED OUTLETS*
As of September, 2019, 2020 and 2021

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Texas	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
Washington	2019	2	0	0	0	0	2
	2020	2	0	0	1	0	1
	2021	1	0	0	0	0	1
Totals	**2019**	**3**	**0**	**0**	**0**	**0**	**3**
	2020	**3**	**0**	**0**	**1**	**0**	**2**
	2021	**2**	**0**	**0**	**0**	**1**	**1**

Table No. 5
PROJECTED OPENINGS OF INDIVIDUAL UNIT FRANCHISED OUTLETS
As of September 30, 2021 (Through September 30, 2022)

Column 1 (State)	Column 2 (Franchise Agreements Signed But Outlet Not Opened)	Column 3 (Projected New Franchised Outlets in the Next Fiscal Year)	Column 4 (Projected New Company-Owned Outlets in the Next Fiscal Year)
Alabama	0	0	0
Arizona	1	1	0
Arkansas	4	0	0

Column 1 (State)	Column 2 (Franchise Agreements Signed But Outlet Not Opened)	Column 3 (Projected New Franchised Outlets in the Next Fiscal Year)	Column 4 (Projected New Company-Owned Outlets in the Next Fiscal Year)
California	0	0	0
Colorado	3	3	0
Florida	18	4	0
Georgia	1	1	0
Illinois	1	0	0
Indiana	0	0	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	1	1	0
Maryland	1	1	0
Massachusetts	1	1	0
Michigan	0	0	0
Minnesota	0	0	0
Missouri	0	0	0
Montana	1	1	0
Nevada	1	1	0
New Jersey	3	1	0
New York	2	2	0
North Carolina	1	1	0
Oklahoma	3	1	0
Oregon	3	2	0
Pennsylvania	3	1	0
South Dakota	2	0	0
Tennessee	2	1	0
Texas	1	1	0
Washington	2	2	0
Wisconsin	2	1	0
Totals	**57**	**27**	**0**

* 15 of these are unit franchise agreements signed by an area representative. These unit

franchises are to be opened in Florida, Georgia, South Carolina, North Carolina, and/or Tennessee (and one agreement is for a location to be determined in a state to be determined).

** The typical length of time between the signing of the franchise agreement and the opening of a franchise for business is about six to 12 months. This often results in many signed agreements for stores that are not yet opened at the end of each fiscal year. Also, several of our franchisees have purchased the right to open multiple outlets.

Exhibit F includes a complete listing of all of our current franchisees and the addresses and telephone numbers of all of their operations as of September 30, 2021.

Area Representatives: **See Exhibit F**

Exhibit F includes a list of the name, city and state, and the current telephone number (or if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have signed confidentiality clauses with one or more current or former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed.

No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached in Exhibit A are our audited financial statements as of December 31, 2019 and 2020 and September 30, 2020 and 2021. During 2021 we changed our fiscal year-end from December 31 to September 30. Also attached in Exhibit A are our unaudited financial statements as of January 31, 2022.

ITEM 22
CONTRACTS

The following agreements are attached as Exhibits:

Form of Franchise Agreement with Exhibits – Exhibit D
- Multiple Franchise Purchase Addendum and Promissory Note – Exhibit 3
- Lease Agreement Rider – Exhibit 4
- Personal Guaranty – Exhibit 5

State Law Addendum – Exhibit E
Conditional Assignment– Exhibit G
Termination of Assumed Business Name – Exhibit H
Confidentiality, Non-Disclosure, and Non-Compete Agreement – Exhibit I
Form of General Release – Exhibit K
Form of Service Agreement – Exhibit L
SBA Addendum to Franchise Agreement – Exhibit M
Disclosure Acknowledgment and Agreement – Exhibit N

ITEM 23
RECEIPTS

Attached to this Disclosure Document are two Acknowledgments of Receipt. They are duplicates that evidence your receipt of this Disclosure Document: one is to be retained by you, the other by us (Exhibit P).

Exhibit A

NPM FRANCHISING, LLC

FINANCIAL STATEMENTS

For the unaudited financial statements as of January 31, 2022: 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.

NPM Franchising, LLC

FINANCIAL STATEMENTS

Four Months Ended January 31, 2022

Preparer's Disclosure

I have prepared the accompanying balance sheet of NPM Franchising, LLC, as of January 31, 2022 and the related statements of income and members' equity for the four months then ended in my capacity as a member of NPM Franchising, LLC. I have NOT prepared the statements in my capacity as a CPA in the practice of public accounting.

Jeremy Gingerich, Member

NPM Franchising, LLC
BALANCE SHEET
January 31, 2022

Assets

	Jan 31, 2022
Current Assets	
Cash and cash equivalents	$ 375,213
Accounts receivable	98,832
Supplier rebates receivable	203,401
Prepaid expenses	10,162
Prepaid guaranteed payments	10,234
Inventory	46,763
Notes receivable, current portion	75,426
Total Current Assets	**820,032**
Fixtures and Equipment	
Fixtures and equipment	83,529
Leasehold improvements	13,206
Less accumulated depreciation	(31,200)
Total Fixtures and Equipment	**65,535**
Other Assets	
Notes receivable, noncurrent portion	33,535
Security deposit	6,196
Trademarks and logos	581,908
Goodwill	2,648,728
Total Other Assets	**3,270,367**
Total Assets	**$ 4,155,934**

See notes to financial statements.

NPM Franchising, LLC
BALANCE SHEET
January 31, 2022

Liabilities and Members' Equity

	Jan 31, 2022
Current Liabilities	
Accounts payable	$ 114,064
Accounts payable, related party	15,000
Credit cards payable	180,640
Sales tax payable	1,203
Payroll liabilities	54,035
Accrued expenses	36,735
Guaranteed payments payable	10,665
Franchise deposits, current portion	5,000
Long-term debt, current portion	105,792
Payables to related parties, current portion	119,386
Contract liabilities, current portion	91,676
Total Current Liabilities	**734,195**
Long-Term Liabilities	
Franchise deposits, noncurrent portion	10,000
Long-term debt, noncurrent portion	308,002
Payables to related parties, noncurrent portion	2,349,991
Contract liabilities, noncurrent portion	341,448
Total Long-Term Liabilities	**3,009,441**
Total Liabilities	**3,743,636**
Members' Equity	**412,298**
Total Liabilities and Members' Equity	**$ 4,155,934**

See notes to financial statements.

NPM Franchising, LLC
STATEMENT OF INCOME AND MEMBERS' EQUITY
Four Months Ended January 31, 2022

	Oct 1, 2021 to Jan 31, 2022
Revenues	
Franchise royalty fees, net of discounts	$ 807,953
Franchise advertising fees	155,519
Company store sales	134,724
Initial franchise sales and related fees, net of discounts	474,674
Rents, supplier and other rebates, and miscellaneous	148,161
Total Revenue	**1,721,031**
Cost of Sales	
Advertising for franchise sales	54,230
Salaries	127,156
Fixtures and equipment	46,243
Travel	53,601
Other costs of sales	9,639
Advertising for franchisee benefit	146,250
Company store cost of sales	65,512
Total Cost of Sales	**502,631**
Gross Profit	**1,218,400**
General and Administrative Expenses	1,128,566
Income (Loss) from Operations	**89,834**
Other Income (Expense)	
Interest income	1,919
Interest expense	(64,304)
Total Other Income (Expense)	**(62,385)**
Net Income (Loss)	**27,449**
Members' Equity	
Beginning of period	384,849
End of period	**$ 412,298**

See notes to financial statements.

NPM Franchising, LLC
NOTES TO FINANCIAL STATEMENTS
Four Months Ended January 31, 2022

Note 1 – *Required Disclosures and Statements of Cash Flows*

Substantially all disclosures and the statements of cash flows required by U.S. GAAP have been omitted.

Note 2 – *Use of Financial Statements*

The effects of the departures detailed in Note 1 have not been determined. Accordingly, users of these financial statements may reach different conclusions about the company's financial position, results of operations, and cash flows if the financial statements were prepared in accordance with U.S. GAAP.

NPM Franchising, LLC

Financial Statements

For the Years Ended September 30, 2021 and 2020

CONTENTS

	Page
Independent Auditors' Report	1-2
Financial Statements	
Balance sheets	3-4
Statements of income and members' equity	5
Statements of cash flows	6-7
Notes to financial statements	8-15
Supplementary Information	
Schedule of general and administrative expenses	16
Schedule of store operations	17

YSL & Associates LLC
Certified Public Accountants | Member of Parker Randall International

11 Broadway, Suite 700, New York, NY 10004 Tel: (212) 232-0122 Fax: (646) 218-4682

INDEPENDENT AUDITOR'S REPORT

To the Members of
NPM Franchising LLC

We have audited the accompanying financial statements of NPM Franchising, LLC (the "Company"), which comprise the balance sheets as of September 30, 2021 and 2020, and the related statements of income and members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit 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 Company'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 Company'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 the Company as of September 30, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental information on page 16 and 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

YSL & Associates LLC

New York, NY
November 22, 2021

NPM FRANCHISING, LLC
BALANCE SHEETS
September 30, 2021 and 2020

ASSETS

	September 30, 2021	September 30, 2020
Current Assets		
Cash and cash equivalents	$ 92,085	$ 134,125
Accounts receivable, net	642,428	108,166
Supplier rebates receivable	111,471	54,388
Prepaid expenses	618	768
Inventory	41,447	92,755
Notes receivable, current portion	83,880	38,042
Total Current Assets	971,929	428,244
Fixtures and Equipment		
Fixtures and equipment	83,529	99,799
Leasehold improvements	13,206	13,206
Less accumulated depreciation	(28,305)	(24,236)
Total Fixtures and Equipment	68,430	88,769
Other Assets		
Notes receivable, noncurrent portion	14,310	125,977
Security deposit	6,196	6,196
Trademarks and logos	510,316	127,497
Goodwill	2,648,728	551,954
Total Other Assets	3,179,550	811,624
Total Assets	$ 4,219,909	$ 1,328,637

See notes to financial statements.

NPM FRANCHISING, LLC
BALANCE SHEETS
September 30, 2021 and 2020

LIABILITIES AND MEMBERS' EQUITY

	September 30, 2021	September 30, 2020
Current Liabilities		
Accounts payable, trade	$ 95,494	$ 7,828
Accounts payable, related party	8,500	8,500
Credit cards payable	209,910	172,912
Sales tax payable	2,183	3,738
Payroll liabilities	22,152	20,966
Guaranteed payments payable	84,146	-
Accrued expenses	26,294	-
Franchise deposits, current portion	2,500	-
Line of credit	150,723	209,734
Long-term debt, current portion	104,329	80,418
Payables to related party, current portion	116,647	102,840
Contract liabilities, current portion	56,190	45,237
Total Current Liabilities	879,068	652,173
Long-Term Liabilities		
Franchise deposits, noncurrent portion	7,500	15,000
Long-term debt, noncurrent portion	342,133	149,900
Payables to related parties, noncurrent portion	2,390,713	406,077
Contract liabilities, noncurrent portion	221,621	213,130
Total Long-Term Liabilities	2,961,967	784,107
Total Liabilities	3,841,035	1,436,280
Members' Equity	378,874	(107,643)
Total Liabilities and Members' Equity	$ 4,219,909	$ 1,328,637

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
For the Years Ended September 30, 2021 and 2020

	September 30, 2021	September 30, 2020
Revenues		
Franchise royalty fees, net of discounts	$ 1,613,277	$ 1,317,188
Franchise marketing contributions	381,344	315,951
Company store sales	466,817	901,478
Initial franchise sales and related fees, net of discounts	1,350,286	759,367
Rents, supplier and other rebates, and miscellaneous	304,596	240,321
Total Revenues	4,116,320	3,534,305
Cost of Sales		
Advertising for franchise sales	187,178	206,962
Salaries	194,559	290,190
Fixtures and equipment	133,520	96,737
Travel	106,200	74,584
Other costs of sales	93,478	52,409
Franchise marketing	384,314	350,800
Company store cost of sales	292,348	560,949
Total Cost of Sales	1,391,597	1,632,631
Gross Profit	2,724,723	1,901,674
General and Administrative Expenses	2,178,379	1,895,325
Income (Loss) from Operations	546,344	6,349
Other Income (Expense)		
Interest income	7,743	3,703
Government grant - PPP funds	-	197,023
Loss on disposal of assets	(11,250)	(12,169)
Interest expense	(56,320)	(75,752)
Total Other Income (Expense)	(59,827)	112,805
Net Income (Loss)	486,517	119,154
Members' Equity		
Beginning of year, as restated	(107,643)	(226,797)
End of year	$ 378,874	$ (107,643)

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2021 and 2020

	September 30, 2021	September 30, 2020
Cash Flows from Operating Activities:		
Net Income (Loss)	$ 486,517	$ 119,154
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by (Used for) Operating Activities		
Depreciation	9,090	13,645
Loss on disposal of assets	11,250	-
(Increase) decrease in accounts receivable	(534,262)	(36,672)
(Increase) decrease in supplier rebates receivable	(57,083)	(4,915)
(Increase) decrease in prepaid expenses	150	(150)
(Increase) decrease in inventory	51,308	100,429
(Increase) decrease in notes receivable	65,829	(20,263)
Increase (decrease) in accounts payable	87,666	(31,087)
Increase (decrease) in credit cards payable	36,998	(74,492)
Increase (decrease) in sales tax payable	(1,555)	(2,359)
Increase (decrease) in payroll liabilities	1,186	(1,483)
Increase (decrease) in guaranteed payments payable	84,146	-
Increase (decrease) in accrued expenses	26,294	-
Increase (decrease) in franchise deposits	(5,000)	-
Increase (decrease) in contract liabilities	19,443	(89,533)
Total Adjustments	(204,540)	(146,880)
Net Cash Provided by (Used for) Operating Activities	281,977	(27,726)
Cash Flows from Investing Activities		
Proceeds from sale of assets	-	60,000
Purchase of equipment	-	(13,206)
Purchase of intangibles	(39,831)	(13,279)
Net Cash Provided by (Used for) Investing Activities	(39,831)	33,515
Cash Flows from Financing Activities		
Increase (decrease) in line of credit	(59,011)	-
Issuance of long-term debt	-	149,900
Repayments of long-term debt	(126,844)	(45,839)
Repayments of long-term debt, related party	(98,331)	(95,912)
Net Cash Provided by (Used for) Financing Activities	(284,186)	8,149
Net Increase (Decrease) in Cash and Cash Equivalents	(42,040)	13,938

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2021 and 2020

	September 30, 2021	September 30, 2020
Net Increase (Decrease) in Cash and Cash Equivalents	(42,040)	13,938
Cash and Cash Equivalents		
Beginning of year	134,125	120,187
End of year	$ 92,085	$ 134,125
Supplemental Disclosures of Cash Flow Information:		
Interest paid	$ (56,320)	$ (75,752)
Interest received	$ 7,743	$ 3,703
Supplemental Disclosures of Noncash Investing Information		
Disposition of company owned store		
Sale of inventory	$ -	$ 67,234
Sale of furniture and equipment	-	43,266
Receipt of note receivable	-	(50,500)
Cash received on disposition of company owned store	$ -	$ 60,000

See notes to financial statements.

Note 1. *Summary of Significant Accounting Policies*

Nature of Operations – NPM Franchising, LLC is a Washington limited liability company, originally organized in Oregon on February 28, 2008. The Company changed its domicile from Oregon to Washington on March 3, 2017. As of the year ended September 30, 2020, the Company has elected a fiscal year end of September 30 for financial reporting purposes. The Company's tax year end remains December 31.

The Company franchises the right to open, operate, promote, arrange, and manage a retail store location and offer pet foods, supplies, pet grooming, and other related services in an exclusive territory.

The estimated initial investment to open a retail store ranges from $347,000 to $530,000. The estimated initial investment includes initial franchise fees, initial training fees, utility deposits and payments, furnishings, fixtures and equipment, customized point of sale software, security systems, tenant improvements to franchise premises, inventory, grand opening advertising, the first and last month's rent and a security deposit equal to one month's rent plus any applicable taxes. Actual investment costs experienced by a franchisee can vary significantly depending on a host of variables, many of which are in the franchisee's control. Other items included are pro-rata rent and annual insurance premiums. Costs paid to others include workers' compensation insurance premiums, fees for licenses and permits, travel and living expenses while training, grand opening costs, as well as a sum sufficient to cover certain estimated expenses for a 90-day period after store opening. Applicants pay an initial franchise fee, one half upon execution of the franchise agreement, one half due 60 days after scheduling training, as well as an additional training fee.

The initial term of the franchise is 10 years. If franchisee is in good standing, they may renew for periods of 10 years under the terms of the then current franchise agreement forms. There is a weekly royalty fee and a weekly advertising fee based on the franchisee's weekly gross revenue.

The Company may also operate stores in addition to those operated by franchisees. These Company Owned stores offer the Company the opportunity to continue to update and develop processes for the benefit of the entire franchise system. Statistical information related to Company owned stores can be found in Note 3.

Method of Accounting – The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly assesses these estimates and, while actual results could differ, management believes that the estimates are reasonable.

Note 1. *Summary of Significant Accounting Policies (Continued)*

Cash and Cash Equivalents – For the purposes of the statements of cash flows, the Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. As of September 30, 2021 and 2020, no account balances exceeded FDIC limits. From time to time during the year deposits may temporarily exceed those limits.

Accounts Receivable – The Company records as a receivable all applicable franchise fees, including monthly franchise fees, transfer or renewal fees, inspection fines, and other related revenues. The Company periodically reviews long outstanding accounts and estimates collectability. Differences between the amount due and the amount management expects to collect are reported in the results of operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of September 30, 2021 the company has determined that no allowance for doubtful accounts is necessary. Amounts recorded as accounts receivable are unsecured.

Supplier Rebates Receivable – The Company has agreements with various suppliers under which the supplier shares a percentage of certain revenues. These revenues accrue on a quarterly basis and are collectible one month after the end of each quarter. Until collection, these revenues are recorded as supplier rebates receivable. These receivables are unsecured.

Inventory – Inventory consisting of retail pet supplies is stated at the lower of cost or net realizable value using the average cost method.

Notes Receivable – Loans made by the Company, not classified as accounts receivable, are recorded as notes receivable. Notes that are due in one year or less, or that are payable on demand, are classified as current assets; otherwise the current and noncurrent portions of the notes are classified separately. Interest income is accrued at rates between 6% and 10%. All notes are unsecured.

The fair value of the Company's long-term note receivables are discounted based on the current rates offered by the Company for notes of the same remaining maturities. At September 30, 2021 and 2020, the fair value of the long-term notes receivable are $98,190 and $164,019 net of the applicable amortization of the discounts. The Company compares note receivables balances and payments to the associated amortization schedules on an ongoing basis to determine if note receivables are past due. No amounts were considered past due as of September 30, 2021 and 2020. Management believes all notes receivable are fully collectible as of September 30, 2021 and 2020. As a result no allowance is recorded in the accompanying financial statements.

Fixtures and Equipment – Fixtures and equipment are stated at cost. Depreciation is computed using the straight line method over the estimated useful lives of the assets, which may range from 5 to 40 years. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Note 1. *Summary of Significant Accounting Policies (Continued)*

Trademarks and Logos – The Company has adopted FASB *Accounting Standards Codification* 350, Intangibles – Goodwill and Other. That statement requires the Company to evaluate certain intangible assets on an annual basis for potential impairment. After estimating the value of the trademarks and logos at September 30, 2021 and 2020, the Company recognized no loss on trademarks and logos impairment for the years ended September 30, 2021 and 2020. For the years ended September 30, 2021 and 2020, trademarks and logos amounted to $510,316 and $127,497. Renewal of trademarks will be required in 2024.

Advertising Costs – The Company expenses the production costs of advertising the first time the advertising takes place, except for direct response advertising, which is capitalized and amortized over its expected period of future benefits. As of September 30, 2021 and 2020, the Company had no advertising classified as assets, and all advertising was expensed as incurred. For the years ended September 30, 2021 and 2020, advertising expenses were $571,492 and $557,762.

Revenue Recognition – Effective January 1, 2019, the Company retroactively changed its accounting methods for revenue recognition as a result of implementing the requirements in the Financial Accounting Standard Board's ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). The following policies are consistent with those requirements. The Company sells franchise agreements where payment is typically due upon the signing of the agreement. Revenue associated with specific direct costs associated with the sale, such as revenue sharing, brokerage fees, and/or commissions, are recognized at the time of sale. Two-thirds of the remaining franchise agreement price is recognized at the time the agreement is signed in recognition of the Company's efforts in market analysis, consultation with the prospective franchisee(s), development of the specific franchise agreement, and other associated costs incurred directly prior to, or at, the time of signing. The remaining one-third of the sale price is recognized as revenue from the sale of franchise agreements upon the franchisee location opening for business in recognition of the Company fulfilling its remaining obligation to provide training and support in the days or week prior to and during the opening. This remaining one-third is considered a contract liability until such time as it is recognized as revenue. The sale of franchise agreements also include a fee for management training. This fee is typically due when the agreement is signed. A contract liability is recorded until such time as the franchisee attends the training. Revenue is then recognized at the completion of the training (see note 5 for contract liability details).

The franchise agreements of the Company provide for collection of royalties. These royalties are earned and recorded upon the completion of the underlying sales by the franchisees.

The Company also has Regional Franchise agreements. In general, Regional Franchise agreements contain provisions for revenues to be earned by the Company upon both the sale of franchise agreements and the collection of royalties from those franchisees. These revenues are recognized in a similar manner as discussed above.

Note 1. *Summary of Significant Accounting Policies (Continued)*

The Company also records revenues earned from suppliers under revenue sharing contracts. These contracts specify the underlying transactions within the franchise system qualifying for this revenue sharing. The Company records these revenues as earned under the specific provisions of those contracts.

Income Taxes – The Company was organized as a limited liability company (LLC) under the provisions of laws of the state of Oregon and the Internal Revenue Code. The Company is now domiciled in the state of Washington. In lieu of income taxes at the company level, the members of the LLC are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the accompanying financial statements.

The Company files income tax returns in the U.S. Federal and multiple state jurisdictions. Generally, income tax filings are subject to federal and state examination for three years after they are filed. Returns for the years ending December 31, 2018 and later are subject to examination. In the event penalties and interest are assessed by the income taxing authorities, it is the Company's policy to include these in operating expenses as incurred.

Sales Taxes – The Company records sales taxes as payables upon collection. Therefore, revenues do not include any amounts for sales taxes collected, and no expense is recorded for sales taxes.

Subsequent Events – Management has evaluated subsequent events through the auditors' report date, the date the financial statements were available to be issued.

Note 2. *Goodwill*

At times the Company has repurchased units from one of its members. In 2015, the Company adopted the "push-down method" of accounting for such transactions. This method allows for the establishment of goodwill for the amount in excess of the book value of the repurchased units.

Goodwill is evaluated annually for impairment; there was no impairment of goodwill at September 30, 2021 and 2020. Changes in the gross carrying amount of goodwill for the years ended September 30, 2021 and 2020 are as follows:

	September 30, 2021	September 30, 2020
Balance at the beginning of year	$ 551,954	$ 570,769
Sale of company owned store	-	(18,815)
Repurchase of members' equity	2,096,774	-
Balance at the end of year	$ 2,648,728	$ 551,954

Note 3. *Franchise Information*

Statistical information on franchises as of September 30, 2021 and 2020, is as follows:

	September 30, 2021	September 30, 2020
Franchise agreements sold during the year	14	13
Stores in operation at the beginning of the year	66	60
Stores opened during the year	5	11
Stores closed during the year	(4)	(5)
Stores in operation at the end of the year	67	66
Company stores in operation at the end of the year	1	2

Note 4. *Related Party Transactions*

Two of the members own an accounting firm. Fees charged by this firm totaled $118,940 and $106,690 for the years ended September 30, 2021 and 2020. There are accounts payable owed to this related party in the amount of $8,500 and $8,500 at September 30, 2021 and 2020.

Amounts due to related parties totaling $2,507,360 and $508,917 at September 30, 2021 and 2020, represent loans from members of the Company. These amounts are evidenced by uncollateralized promissory notes at 6.75%. One matures on July 15, 2023, one on October 1, 2024, and the other on September 1, 2036. The notes have been classified into their respective current and non-current amounts. Principal and interest payments total $23,560 per month. Amounts will be paid according to the following schedule:

Year Ending September 30,	Principal	Interest	Total
2022	$ 116,647	$ 166,073	$ 282,720
2023	115,064	157,692	272,756
2024	71,517	151,421	222,938
2025	915,207	94,546	1,009,753
2026	81,823	84,502	166,325
2027-2031	502,934	328,691	831,626
2032-2036	704,168	127,458	831,626
	$ 2,507,360	$ 1,110,383	$ 3,617,744

Note 5. *Contract Liabilities*

Contract liabilities from franchise agreements with franchisees consist of the following at September 30, 2021 and 2020:

	September 30, 2021	September 30, 2020
Beginning of Year	$ 258,367	$ 343,131
Increase (Decrease)	19,444	(84,764)
End of Year	$ 277,811	$ 258,367

Note 6. *Long-term Liabilities*

On December 1, 2017, the Company issued an uncollateralized promissory note with interest imputed at 6% maturing February 1, 2021. On April 16, 2018, the Company issued an uncollateralized promissory note with interest imputed at 6% amortized over 60 months with a balloon payment due April 16, 2021. Both notes were paid in full during the year ended September 30, 2021.

On July 2, 2020 the Company issued a promissory note bearing interest at 3.75% with deferred repayment starting July 2, 2022 and maturing July 2, 2052. On September 30, 2021 the Company assumed a promissory note with no stated rate maturing May 15, 2024 that has been discounted at 6.75%. These notes have been classified into their respective current and non-current amounts. Principal and interest payments total $10,731 per month. Amounts will be paid according to the following schedule:

Year Ending September 30,	Principal	Interest	Total
2022	$ 100,674	$ 21,519	$ 122,193
2023	113,577	15,195	128,772
2024	81,054	7,718	88,772
2025	3,157	5,615	8,772
2026	3,278	5,494	8,772
2027-2031	18,364	25,496	43,860
2032-2036	22,145	21,715	43,860
2037-2041	26,704	17,156	43,860
2042-2047	32,201	11,659	43,860
2047-2051	38,831	5,029	43,860
2052	6,477	102	6,579
	$ 446,462	$ 136,698	$ 583,160

Note 7. *Operating Leases*

The Company assumed a lease on April 18, 2018 for retail space (Covington) that terminates August 31, 2023. Future minimum payments for retail space are:

Year Ending September 30,	Covington
2022	$ 54,574
2023	37,103
	$ 91,677

The Company extended a lease agreement for office space December 30, 2020 that terminates December 30, 2021. Future minimum payments on this lease are as follows:

Year Ending September 30,	Office
2022	$ 1,854
	$ 1,854

Total lease expense for the year ended September 30, 2021 and 2020 amounted to $95,763 and $160,267.

Note 8. *Concentrations*

Financial instruments that potentially subject the Company to concentrations of credit risk consist of notes receivable. This concentration is a result of the notes being issued by parties which operate within the specialty retail pet store market. These notes receivable total $98,190 and $164,019 as of September 30, 2021 and 2020. The Company's policy is to secure these notes with the inventory and other assets associated with the franchise operations of the debtor.

As of September 30, 2021, 22 of the Company's 66 operating franchises and the Company store are within the Pacific Northwest region and are operating in the specialty retail pet store market. Additionally, as of December 31, 2011 the Company entered into a Regional Franchise Agreement for the Southeastern United States region as well as a 15 unit franchise agreement with the same party.

Note 9. *Paycheck Protection Program Loan and Forgiveness*

In response to the coronavirus (Covid-19) outbreak in 2020, the Company applied for a forgivable loan under the Small Business Administration (SBA) Paycheck Protection Program (PPP). In April 2020, the Company obtained a PPP loan in the amount of $187,023. The loan was set to mature in April 2022 and bears interest at a fixed annual rate of 1%. The Company has incurred and paid $187,023 of qualifying payroll, rent, utility, and interest expenses. The Company has met the PPP's eligibility criteria for forgiveness and has received forgiveness for this loan. Therefore, the balance of the loan was initially recorded as a deferred income liability on the balance sheet and forgiveness was recorded systematically by crediting other income in the statement of income and members' equity as eligible expenses were being incurred and paid. The Company also received an Economic Injury Disaster Loan (EIDL) Advance of $10,000. This amount has been added to the total PPP amount and recorded as $197,023 in Government grant – PPP funds on the statement of income and members' equity.

Note 10. *Correction of Error*

Management discovered that when implementing the Financial Accounting Standard Board's ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606), direct costs of sales that do not provide any benefit to the franchisee, such as brokerage costs, revenue sharing costs, and commissions, were not considered in the reduction of the contract value prior to allocation of the contract value to it's various components. Accordingly, an adjustment of $31,323 was made to correct contract liabilities as of the beginning of the year ended September 30, 2020. A corresponding entry was made to increase previously reported retained earnings by $31,323. The effect of the restatement on net earnings for the year ended September 30, 2019 was an increase of $31,323.

Note 11. *Subsequent Events*

The Covid-19 outbreak worldwide has resulted in government mandated closures that have cause disruption in both the local and global economies. The extent and duration of this outbreak on our operations is unknown at this time.

NPM FRANCHISING, LLC
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Years Ended September 30, 2021 and 2020

	September 30, 2021	September 30, 2020
General and Administrative Expenses		
Bad debt expense	$ 110,661	$ 7,098
Bank charges	11,848	11,474
Company store expenses	396,159	573,122
Computer expense	164,993	122,467
Employee benefits	67,809	42,452
Franchise events	795	-
Franchise support	332,162	288,279
Insurance	3,215	2,806
Meals and entertainment	2,330	1,539
Membership expenses	10,079	10,131
Office expense	33,151	26,765
Payments to members	662,439	473,010
Payroll expenses	107,948	103,624
Penalties	60	-
Professional fees	206,056	178,191
Rent expense	7,630	8,961
Shipping	675	2,396
Taxes	7,437	2,836
Telephone	37,951	31,258
Travel	13,954	8,477
Utilities	1,027	437
Total General and Administrative Expenses	$ 2,178,379	$ 1,895,325

See notes to financial statements.

NPM FRANCHISING, LLC
SCHEDULES OF STORE OPERATIONS
For the Years Ended September 30, 2021 and 2020

	September 30, 2021	September 30, 2020
Sales	$ 466,817	$ 901,478
Cost of Goods Sold	292,348	560,949
Gross Profit	174,469	340,529
Operating Expenses		
Advertising and promotion	833	7,310
Bank charges	4,055	8,483
Depreciation	9,090	13,645
Dues and subscriptions	161	399
Education and training	293	-
Employee benefits	7,088	4,354
Insurance	2,314	3,491
Licenses and permits	1,503	640
Meals and entertainment	652	530
Miscellaneous	-	337
Office supplies	591	2,508
Penalties	-	40
Rent	88,133	151,306
Repairs and maintenance	2,657	5,667
Rehab	495	3,322
Salaries and wages	225,881	305,053
Security	131	22
Supplies	6,330	2,787
Taxes - excise	3,532	4,056
Taxes - payroll	22,362	31,370
Taxes - property	-	1,572
Telephone	4,573	6,197
Till adjustments	(618)	1,055
Travel	4,565	1,371
Utilities	11,538	17,607
Total Operating Expenses	396,159	573,122
Net Profit (Loss)	$ (238,185)	$ (133,590)

Notes to Schedule of Store Operations:

This schedule presents, in more detail, items reflected in the Income Statement and Schedule of General and Administrative Expenses. It is provided for further analysis.

See notes to financial statements.

NPM Franchising, LLC

Financial Statements

For the Years Ended December 31, 2020 and 2019

CONTENTS

	Page
Independent Auditors' Report	1-2
Financial Statements	
Balance sheets	3-4
Statements of income and members' equity	5
Statements of cash flows	6-7
Notes to financial statements	8-15
Supplementary Information	
Schedule of general and administrative expenses	16
Schedule of store operations	17

YSL & Associates LLC
Certified Public Accountants | Member of Parker Randall International

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INDEPENDENT AUDITOR'S REPORT

To the Members of
NPM Franchising LLC

We have audited the accompanying financial statements of NPM Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of income and members' equity, and cash flows for the years then ended, and the related notes and schedules to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit 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 Company'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 Company'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 the Company as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental information on page 16 and 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

YSL & Associates LLC

New York, NY
April 5, 2021

NPM FRANCHISING, LLC
BALANCE SHEETS
December 31, 2020 and 2019

ASSETS

	2020	2019
Current Assets		
Cash and cash equivalents	$ 144,676	$ 50,638
Accounts receivable, net	100,079	80,127
Supplier rebates receivable	56,748	75,228
Inventory	83,578	182,174
Notes receivable, current portion	86,644	60,113
Prepaid expenses	14,356	10,065
Prepaid guaranteed payments	18,251	-
Total Current Assets	504,332	458,345
Fixtures and Equipment		
Fixtures and equipment	99,799	145,799
Leasehold improvements	13,206	13,206
Less accumulated depreciation	(26,814)	(23,787)
Total Fixtures and Equipment	86,191	135,218
Other Assets		
Notes receivable, noncurrent portion	97,430	61,240
Security deposit	6,196	6,196
Trademarks and logos	135,972	120,582
Goodwill	551,954	570,769
Total Other Assets	791,552	758,787
Total Assets	$ 1,382,075	$ 1,352,350

See notes to financial statements.

NPM FRANCHISING, LLC
BALANCE SHEETS
December 31, 2020 and 2019

LIABILITIES AND MEMBERS' EQUITY

	2020	2019
Current Liabilities		
Accounts payable, trade	$ 57,956	$ 76,576
Accounts payable, related party	-	8,500
Credit cards payable	205,320	223,035
Sales tax payable	4,148	6,957
Payroll liabilities	20,083	23,771
Franchise deposits, current portion	2,500	15,000
Line of credit	209,735	209,735
Long-term debt, current portion	74,986	25,158
Payables to related party, current portion	104,649	97,599
Contract liabilities	324,333	340,184
Total Current Liabilities	1,003,710	1,026,515
Long-Term Liabilities		
Franchise deposits, noncurrent portion	12,500	-
Long-term debt, noncurrent portion	149,900	95,040
Payables to related parties, noncurrent portion	379,226	483,875
Total Long-Term Liabilities	541,626	578,915
Total Liabilities	1,545,336	1,605,430
Members' Equity	(163,261)	(253,080)
Total Liabilities and Members' Equity	$ 1,382,075	$ 1,352,350

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
For the Years Ended December 31, 2020 and 2019

	2020	2019
Revenues		
Franchise royalty fees, net of discounts	$ 1,357,557	$ 1,220,585
Franchise advertising fees	322,959	269,258
Company store sales	789,485	1,068,367
Initial franchise sales and related fees, net of discounts	639,482	779,770
Rents, supplier and other rebates, and miscellaneous	243,848	218,262
Total Revenues	3,353,331	3,556,242
Cost of Sales		
Advertising for franchise sales	159,633	302,380
Salaries	256,155	190,317
Sales and training payments to members	-	2,497
Fixtures and equipment	86,877	223,468
Travel	65,051	103,385
Other costs of sales	45,118	29,316
Advertising for franchisee benefit	344,466	383,070
Company store cost of sales	493,270	601,991
Total Cost of Sales	1,450,570	1,836,424
Gross Profit	1,902,761	1,719,818
General and Administrative Expenses	1,926,504	1,791,079
Income (Loss) from Operations	(23,743)	(71,261)
Other Income (Expense)		
Interest income	2,407	4,573
Government grant - PPP funds	197,023	-
Loss on disposal of assets	(12,169)	-
Interest expense	(73,699)	(88,654)
Total Other Income (Expense)	113,562	(84,081)
Net Income (Loss)	89,819	(155,342)
Members' Equity		
Beginning of year	(253,080)	(97,738)
Member distributions	-	-
End of year	$ (163,261)	$ (253,080)

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2020 and 2019

	2020	2019
Cash Flows from Operating Activities:		
Net Income (Loss)	$ 89,819	$ (155,342)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by (Used for) Operating Activities		
Depreciation	12,610	14,449
(Increase) decrease in accounts receivable	(19,952)	19,157
(Increase) decrease in supplier rebates receivable	18,480	(26,779)
(Increase) decrease in inventory	98,596	(25,301)
(Increase) decrease in notes receivable	(67,489)	38,190
(Increase) decrease in prepaid expenses	(4,291)	24,108
(Increase) decrease in prepaid guaranteed payments	(18,251)	-
(Increase) decrease in security deposit	-	2,000
Increase (decrease) in accounts payable	(18,620)	56,216
Increase (decrease) in accounts payable, related party	(8,500)	8,500
Increase (decrease) in credit cards payable	(17,715)	94,658
Increase (decrease) in sales tax payable	(2,809)	(14,389)
Increase (decrease) in payroll liabilities	(3,688)	(2,517)
Increase (decrease) in contract liabilities	(15,851)	66,177
Total Adjustments	(47,480)	254,469
Net Cash Provided by (Used for) Operating Activities	42,339	99,127
Cash Flows from Investing Activities		
Proceeds from sale of assets	60,000	-
Purchase of equipment	-	(18,434)
Purchase of intangibles	(15,390)	(22,969)
Net Cash Provided by (Used for) Investing Activities	44,610	(41,403)
Cash Flows from Financing Activities		
Increase (decrease) in line of credit	-	4,270
Issuance of long-term debt	149,900	-
Repayments of long-term debt	(45,212)	(29,078)
Repayments of long-term debt, related party	(97,599)	(91,025)
Net Cash Provided by (Used for) Financing Activities	7,089	(115,833)
Net Increase (Decrease) in Cash and Cash Equivalents	94,038	(58,109)

See notes to financial statements.

NPM FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2020 and 2019

	2020	2019
Net Increase (Decrease) in Cash and Cash Equivalents	94,038	(58,109)
Cash and Cash Equivalents		
Beginning of year	50,638	108,747
End of year	$ 144,676	$ 50,638
Supplemental Disclosures of Cash Flow Information:		
Interest paid	$ (73,699)	$ (88,654)
Interest received	$ 2,407	$ 4,573
Income taxes received (paid)	$ -	$ -
Supplemental Disclosures of Noncash Investing Information		
Disposition of company owned store		
Sale of inventory	$ 67,234	$ -
Sale of furniture and equipment	43,266	-
Receipt of note receivable	(50,500)	-
Cash received on disposition of company owned store	$ 60,000	$ -

See notes to financial statements.

Note 1. *Summary of Significant Accounting Policies*

Nature of Operations – NPM Franchising, LLC is a Washington limited liability company, originally organized in Oregon on February 28, 2008. The Company changed its domicile from Oregon to Washington on March 3, 2017.

The Company franchises the right to open, operate, promote, arrange, and manage a retail store location and offer pet foods, supplies, pet grooming, and other related services in an exclusive territory.

The estimated initial investment to open a retail store ranges from $230,500 to $565,500. The estimated initial investment includes initial franchise fees, initial training fees, utility deposits and payments, furnishings, fixtures and equipment, customized point of sale software, security systems, tenant improvements to franchise premises, inventory, grand opening advertising, the first and last month's rent and a security deposit equal to one month's rent plus any applicable taxes. Actual investment costs experienced by a franchisee can vary significantly depending on a host of variables, many of which are in the franchisee's control. Other items included are pro-rata rent and annual insurance premiums. Costs paid to others include workers' compensation insurance premiums, fees for licenses and permits, travel and living expenses while training, grand opening costs, as well as a sum sufficient to cover certain estimated expenses for a 90-day period after store opening. Applicants pay an initial franchise fee, one half upon execution of the franchise agreement, one half due 60 days after scheduling training, as well as an additional training fee.

The initial term of the franchise is 10 years. If franchisee is in good standing, they may renew for periods of 10 years under the terms of the then current franchise agreement forms. There is a weekly royalty fee and a weekly advertising fee based on the franchisee's weekly gross revenue.

The Company may also operate stores in addition to those operated by franchisees. These Company Owned stores offer the Company the opportunity to continue to update and develop processes for the benefit of the entire franchise system. Statistical information related to Company owned stores can be found in Note 3.

Method of Accounting – The accompanying financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The Company regularly assesses these estimates and, while actual results could differ, management believes that the estimates are reasonable.

Note 1. *Summary of Significant Accounting Policies (Continued)*

Cash and Cash Equivalents – For the purposes of the statements of cash flows, the Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. As of December 31, 2020, no account balances exceeded FDIC limits. From time to time during the year deposits may temporarily exceed those limits.

Accounts Receivable – The Company records as a receivable all applicable franchise fees, including monthly franchise fees, transfer or renewal fees, inspection fines, and other related revenues. The Company periodically reviews long outstanding accounts and estimates collectability. Differences between the amount due and the amount management expects to collect are reported in the results of operations of the year in which those differences are determined, with an offsetting entry to a valuation allowance for trade accounts receivable. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of December 31, 2020 the company has recorded an allowance of $9,426 for estimated uncollectible amounts. Amounts recorded as accounts receivable are unsecured.

Supplier Rebates Receivable – The Company has agreements with various suppliers under which the supplier shares a percentage of certain revenues. These revenues accrue on a quarterly basis and are collectible one month after the end of each quarter. Until collection, these revenues are recorded as supplier rebates receivable. These receivables are unsecured.

Inventory – Inventory consisting of retail pet supplies is stated at the lower of cost or net realizable value using the average cost method.

Notes Receivable – Loans made by the Company, not classified as accounts receivable, are recorded as notes receivable. Notes that are due in one year or less, or that are payable on demand, are classified as current assets; otherwise the current and noncurrent portions of the notes are classified separately. Interest income is accrued at rates between 6% and 10%. All notes are unsecured.

The fair value of the Company's long-term note receivables are discounted based on the current rates offered by the Company for notes of the same remaining maturities. At December 31, 2020 and 2019, the fair value of the long-term notes receivable are $184,074 and $121,354 net of the applicable amortization of the discounts. The Company compares note receivables balances and payments to the associated amortization schedules on an ongoing basis to determine if note receivables are past due. No amounts were considered past due as of December 31, 2020 and 2019. Management believes all notes receivable are fully collectible as of December 31, 2020 and 2019. As a result no allowance is recorded in the accompanying financial statements.

Fixtures and Equipment – Fixtures and equipment are stated at cost. Depreciation is computed using the straight line method over the estimated useful lives of the assets, which may range from 5 to 40 years. Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

Note 1. *Summary of Significant Accounting Policies (Continued)*

Trademarks and Logos – The Company has adopted FASB *Accounting Standards Codification* 350, Intangibles – Goodwill and Other. That statement requires the Company to evaluate certain intangible assets on an annual basis for potential impairment. After estimating the value of the trademarks and logos at December 31, 2020 and 2019, the Company recognized no loss on trademarks and logos impairment for the years ended December 31, 2020 and 2019. For the years ended December 31, 2020 and 2019, trademarks and logos amounted to $135,972 and $120,582. Renewal of trademarks will be required in 2024.

Advertising Costs – The Company expenses the production costs of advertising the first time the advertising takes place, except for direct response advertising, which is capitalized and amortized over its expected period of future benefits. As of December 31, 2020 and 2019, the Company had no advertising classified as assets, and all advertising was expensed as incurred. For the years ended December 31, 2020 and 2019, advertising expenses were $507,714and $704,786.

Revenue Recognition – Effective January 1, 2019, the Company retroactively changed its accounting methods for revenue recognition as a result of implementing the requirements in the Financial Accounting Standard Board's ASU No. 2014-09, Revenue from Contracts with Customers (Topic 606). The following policies are consistent with those requirements. The Company sells franchise agreements where payment is typically due upon the signing of the agreement. Two-thirds of the franchise agreement price is recognized at the time the agreement is signed in recognition of the Company's efforts in market analysis, consultation with the prospective franchisee(s), development of the specific franchise agreement, brokerage fees, and other associated costs incurred directly prior to, or at, the time of signing. The remaining one-third of the sale price is recognized as revenue from the sale of franchise agreements upon the franchisee location opening for business in recognition of the Company fulfilling its remaining obligation to provide training and support in the days or week prior to and during the opening. This remaining one-third is considered a contract liability until such time as it is recognized as revenue. The sale of franchise agreements also include a fee for management training. This fee is typically due when the agreement is signed. A contract liability is recorded until such time as the franchisee attends the training. Revenue is then recognized at the completion of the training (see note 5 for contract liability details).

The franchise agreements of the Company provide for collection of royalties. These royalties are earned and recorded upon the completion of the underlying sales by the franchisees.

The Company also has Regional Franchise agreements. In general, Regional Franchise agreements contain provisions for revenues to be earned by the Company upon both the sale of franchise agreements and the collection of royalties from those franchisees. These revenues are recognized in a similar manner as discussed above.

The Company also records revenues earned from suppliers under revenue sharing contracts. These contracts specify the underlying transactions within the franchise system qualifying for this revenue sharing. The Company records these revenues as earned under the specific provisions of those contracts.

Note 1. *Summary of Significant Accounting Policies (Continued)*

Income Taxes – The Company was organized as a limited liability company (LLC) under the provisions of laws of the state of Oregon and the Internal Revenue Code. The Company is now domiciled in the state of Washington. In lieu of income taxes at the company level, the members of the LLC are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the accompanying financial statements.

The Company files income tax returns in the U.S. Federal and multiple state jurisdictions. Generally, income tax filings are subject to federal and state examination for three years after they are filed. Returns for the years ending December 31, 2017 and later are subject to examination. In the event penalties and interest are assessed by the income taxing authorities, it is the Company's policy to include these in operating expenses as incurred.

Sales Taxes – The Company records sales taxes as payables upon collection. Therefore, revenues do not include any amounts for sales taxes collected, and no expense is recorded for sales taxes.

Subsequent Events – Management has evaluated subsequent events through the auditors' report date, the date the financial statements were available to be issued.

Note 2. *Goodwill*

At times the Company has repurchased units from one of its members. In prior periods, these repurchased units were presented as a negative component of Members' Equity. In 2015, the Company adopted the "push-down method" of accounting for such transactions. This method allows for the establishment of goodwill for the amount in excess of the book value of the repurchased units.

Goodwill is evaluated annually for impairment; there was no impairment of goodwill at December 31, 2020 and 2019. Changes in the gross carrying amount of goodwill for the years ended December 31, 2020 and 2019 are as follows:

	2020	2019
Balance at the beginning of year	$ 570,769	$ 570,769
Sale of company owned store	(18,815)	-
Balance at the end of year	$ 551,954	$ 570,769

Note 3. *Franchise Information*

Statistical information on franchises as of December 31, 2020 and 2019, is as follows:

	2020	2019
Franchises sold during the year	14	13
Franchises in operation at the beginning of the year	59	48
Franchises opened during the year	11	12
Franchises closed during the year	(6)	(1)
Franchises in operation at the end of the year	64	59
Company stores in operation at the end of the year	2	3

Note 4. *Related Party Transactions*

Two of the members own an accounting firm. Fees charged by this firm totaled $106,940 and $106,281 for the years ended December 31, 2020 and 2019. There are accounts payable owed to this related party in the amount of $0 and $8,500 at December 31, 2020 and 2019.

Amounts due to related parties totaling $483,875 and $581,474 at December 31, 2020 and 2019, represent loans from members of the Company. These amounts are evidenced by uncollateralized promissory notes, one at 6.75% maturing June 25, 2026, the other at 7.25% maturing July 15, 2023. The notes have been classified into their respective current and non-current amounts. Principal and interest payments total $11,225 per month. Amounts will be paid according to the following schedule:

Year Ending December 31,	Principal	Interest	Total
2021	$ 104,649	$ 30,051	$ 134,700
2022	112,209	22,491	134,700
2023	95,103	14,687	109,790
2024	65,310	9,608	74,918
2025	69,857	5,061	74,918
2026	36,747	727	37,474
	$ 483,875	$ 82,625	$ 566,500

Note 5. *Contract Liabilities*

Contract liabilities from franchise agreements with franchisees consist of the following at December 31, 2020 and 2019:

	2020	2019
Beginning of Year	$ 340,184	$ 274,007
Increase (Decrease)	(15,851)	66,177
End of Year	$ 324,333	$ 340,184

Note 6. *Long-term Liabilities*

On December 1, 2017, the Company issued an uncollateralized promissory note with interest imputed at 6% maturing February 1, 2021. On April 16, 2018, the Company issued an uncollateralized promissory note with interest imputed at 6% amortized over 60 months with a balloon payment due April 16, 2021. On July 2, 2020 the Company issued a promissory note bearing interest at 3.75% maturing July 2, 2050. These notes have been classified into their respective current and non-current amounts. Principal and interest payments total $2,481 per month. Amounts will be paid according to the following schedule:

Year Ending December 31,	Principal	Interest	Total
2021	$ 74,986	$ 8,901	$ 83,887
2022	3,059	5,713	8,772
2023	3,175	5,597	8,772
2024	3,296	5,476	8,772
2025	3,422	5,350	8,772
2026-2030	19,172	24,688	43,860
2031-2035	23,119	20,741	43,860
2036-2040	27,878	15,982	43,860
2041-2045	33,618	10,242	43,860
2046-2050	33,161	3,342	36,503
	$ 224,886	$ 106,032	$ 330,918

Note 7. *Operating Leases*

The Company assumed leases as follows: December 1, 2017 for retail space (Shoreline) that terminates December 31, 2022; April 18, 2018 for retail space (Covington) that terminates August 31, 2023. Future minimum payments for retail space are:

Year Ending December 31,	Covington	Shoreline	Total
2021	$ 52,985	$ 44,506	$ 97,491
2022	54,574	45,096	99,670
2023	37,103	-	37,103
	$ 144,662	$ 89,602	$ 234,264

The Company extended a lease agreement for office space December 30, 2020 that terminates December 30, 2021. Future minimum payments on this lease are as follows:

Year Ending December 31,	Office
2021	$ 7,416
	$ 7,416

Total lease expense for the year ended December 31, 2020 and 2019 amounted to $143,765 and $174,790.

Note 8. *Concentrations*

Financial instruments that potentially subject the Company to concentrations of credit risk consist of notes receivable. This concentration is a result of the notes being issued by parties which operate within the specialty retail pet store market. These notes receivable total $184,074 and $121,354 as of December 31, 2020 and 2019. The Company's policy is to secure these notes with the inventory and other assets associated with the franchise operations of the debtor.

As of December 31, 2020, 20 of the Company's 64 operating franchises and both Company stores are within the Pacific Northwest region and are operating in the specialty retail pet store market. Additionally, as of December 31, 2011 the Company entered into a Regional Franchise Agreement for the Southeastern United States region as well as a 15 unit franchise agreement with the same party.

Note 9. *Paycheck Protection Program Loan and Forgiveness*

In response to the coronavirus (Covid-19) outbreak in 2020, the Company applied for a forgivable loan under the Small Business Administration (SBA) Paycheck Protection Program (PPP). In April 2020, the Company obtained a PPP loan in the amount of $187,023. The loan was set to mature in April 2022 and bears interest at a fixed annual rate of 1%. The Company has incurred and paid $187,023 of qualifying payroll, rent, utility, and interest expenses. Management believes the Company has met the PPP's eligibility criteria for forgiveness and has concluded that the entire amount will be forgiven subsequent to December 31, 2020. Therefore, the balance of the loan was initially recorded as a deferred income liability on the balance sheet and forgiveness was recorded systematically by crediting other income in the statement of income and members' equity as eligible expenses were being incurred and paid. The Company expects to begin the process of applying for forgiveness as soon as the lender portal is available. The Company also received an Economic Injury Disaster Loan (EIDL) Advance of $10,000. This amount has been added to the total PPP amount and recorded as $197,023 in Government grant – PPP funds on the statement of income and members' equity.

Note 10. *Subsequent Events*

The Covid-19 outbreak worldwide has resulted in government mandated closures that have cause disruption in both the local and global economies. The extend and duration of this outbreak on our operations is unknown at this time.

NPM FRANCHISING, LLC
SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES
For the Years Ended December 31, 2020 and 2019

	2020	2019
General and Administrative Expenses		
Automobile expenses	$ -	$ 2
Bad debt expense	31,178	7,026
Bank charges	12,030	7,779
Company store expenses	534,400	599,966
Computer expense	133,836	97,022
Conferences and events	-	1,949
Employee benefits	46,303	67,345
Franchise events	-	1,600
Franchise support	315,766	32,591
Insurance	3,003	2,088
Licenses and permits	-	5,325
Meals and entertainment	1,811	4,220
Membership expenses	9,962	6,173
Nutritional research	-	594
Office expense	38,191	12,757
Payments to members	472,012	432,501
Payroll expenses	103,606	280,170
Penalties	-	-
Professional fees	172,974	147,648
Rent expense	8,720	15,232
Repairs and maintenance	-	27
Shipping	-	3,315
Subcontractors	-	2,509
Taxes	2,581	2,582
Telephone	32,963	32,985
Travel	6,669	27,022
Utilities	499	651
Total General and Administrative Expenses	$ 1,926,504	$ 1,791,079

NPM FRANCHISING, LLC
SCHEDULES OF STORE OPERATIONS
For the Years Ended December 31, 2020 and 2019

	2020	2019
Sales	$ 789,485	$ 1,068,367
Cost of Goods Sold	493,270	601,991
Gross Profit	296,215	466,376
Operating Expenses		
Advertising and promotion	3,615	16,793
Bank charges	8,383	2,375
Computer and internet	-	3
Depreciation	12,610	14,449
Dues and subscriptions	292	724
Employee benefits	6,441	5,494
Insurance	2,819	5,406
Licenses and permits	888	307
Meals and entertainment	446	352
Miscellaneous	936	-
Office supplies	605	10,241
Rent	135,045	159,559
Repairs and maintenance	7,844	499
Rehab	-	7,217
Salaries and wages	288,291	309,494
Security	54	-
Supplies	4,152	7,245
Taxes - excise	4,418	3,230
Taxes - payroll	28,762	35,634
Taxes - property	-	823
Telephone	7,311	4,780
Till adjustments	21	1,283
Travel	3,333	-
Utilities	18,134	14,058
Total Operating Expenses	534,400	599,966
Net Profit (Loss)	$ (238,185)	$ (133,590)

Notes to Schedule of Store Operations:

This schedule presents, in more detail, items reflected in the Income Statement and Schedule of General and Administrative Expenses. It is provided for further analysis.

Exhibit B

NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND REGISTERED AGENTS IN STATES

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Financial Protection and Innovation: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 Sacramento: 2101 Arena Boulevard Sacramento, California 95834-2036 San Diego: 1350 Front Street San Diego, CA 92101-3697 San Francisco: One Sansome Street, #600 San Francisco, CA 94104 Toll Free: 1-866-275-2677	Commissioner of California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Toll Free: 1-866-275-2677
CONNECTICUT	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103 (860) 240-8233 or (860) 240-8232

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770
HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 548-2021	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Chief, Franchise Bureau Illinois Attorney General 100 W. Randolph Street Chicago, IL 60601 (312) 814-3892
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottowa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1600
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445
NEW YORK	New York Department of State 99 Washington Avenue, 6th Floor Albany, NY 12231	NYS Department of Law 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
RHODE ISLAND	Director of Rhode Island Department of Business Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

Exhibit C

OPERATIONS MANUAL

Table of Contents

(58 Pages Total)*

* *The table of contents for the written portion of the Operations Manual follows. In addition, the Operations Manual includes a series of online trainings, recordings, documents, etc.*

SECTION 1 - INTRODUCTION (9 pages)

1.1 Changes in Policy
1.2 Employment Applications
1.3 Employment Relationship

SECTION 2 - DEFINITIONS OF EMPLOYEE STATUS (1 page)

"Employees" Defined

SECTION 3 - EMPLOYMENT POLICIES (26 pages)

3.1 Non-Discrimination
3.2 Non-Disclosure/Confidentiality
3.3 Verification of employment
3.4 Probationary Period for New Employees
3.5 Office Hours
3.6 Hours of Work
3.7 Personnel Files
3.8 Personnel Data Changes
3.9 Open Door Policy
3.10 Inclement Weather/Emergency Closings
3.11 Employee Performance Review and Planning Sessions
3.12 Outside Employment
3.13 Corrective Action
3.14 Employment Termination
3.15 Safety
3.16 Health Related Issues
3.17 Employee Requiring Medical Attention
3.18 Reporting Workplace Injuries
3.19 Building Security
3.20 Insurance on Personal Effects
3.21 Supplies; Expenditures; Obligating the Company
3.22 Expense Reimbursement
3.23 Visitors in the Workplace

3.24 Immigration Law Compliance
3.25 Solicitation

SECTION 4 - STANDARDS OF CONDUCT (3 pages)

4.1 Attendance/Punctuality
4.2 Absence Without Notice
4.3 Harassment, including Sexual Harassment
4.4 Public Image
4.5 Substance Abuse
4.6 Tobacco Products

SECTION 5 - WAGE AND SALARY POLICIES (1 page)

5.1 Wage or Salary Increases
5.2 Timekeeping
5.3 Overtime
5.4 Paydays

SECTION 6 - BENEFITS AND SERVICES (2 pages)

6.1 Social Security/Medicare
6.2 Vacation
6.3 Holidays
6.4 Jury Duty/Military Leave

SECTION 7 - MONEY HANDLING (2 pages)

7.1 Cash Control
7.2 Customer Refunds
7.3 Post Date Policies

SECTION 8 - EMPLOYEE COMMUNICATIONS (1 page)

8.1 Staff Meetings
8.2 Procedure for Handling Complaints

SECTION 9 – COMPUTER USE POLICY (7 pages)

9.1 Purpose
9.2 Telephone Use
9.3 Long Distance Telephone Calls
9.4 Prohibited Communications
9.5 Personal Use
9.6 Access to Employee Communications
9.7 Software

9.8 Security/Appropriate Use
9.9 Violations
9.10 Employee Agreement of Use of E-Mail and the Intranet

SECTION 10 – PROCESSING CHECKS AND CREDIT CARE POLICY (2 pages)

10.1 Check Scan Procedures
10.2 How to Void a Check
10.3 Checks NOT Accepted for Electronic Processing
10.4 How to Batch
10.5 Check Reader Messages
10.6 State Codes
10.7 Terminal Tips
10.8 Credit Card Policies

SECTION 11 – EMPLOYEE RESPONSIBILITIES (3 pages)

11.1 Housekeeping
11.2 Employee Integrity
11.3 Sales Associate Responsibilities
11.4 Manager Responsibilities

SECTION 12 – MISCELLANEOUS (1 page)

12.1 Locations/Phone Numbers
12.2 Who to Call Chart

ADDENDA

Addendum A: Support Staff & Systems Contact Info
Addendum B.1: Tier & Approved Product List
Addendum B.2: MAP & MSRP
Addendum C: Logos, Branding Kits & Signage
Addendum D: Brand/Marketing/Customer Service
Addendum E: Slack & Facebook Group Usage
Addendum F: Chart of Accounts & Accounting
Addendum G: Department List, Service UPCs, Donation UPCs
Addendum H: Disaster Preparedness
Addendum I: Industry Reports
Addendum K: IT
Addendum L: Partnership Announcements
Addendum M: Grooming & Self Wash
Addendum N: Contractor's Book (Packet)
Addendum O: Official Notices
Addendum P: Insurance Requirements

Addendum Q: Landlord Notice Templates

Exhibit D to the NPM Franchising, LLC Franchise Disclosure Document

FRANCHISE AGREEMENT

NPM FRANCHISING, LLC

19400 144th Ave NE, Bldg 6E
Woodinville, WA 98072 (800) 314-9765

TABLE OF CONTENTS

1 GRANT OF FRANCHISE AND FRANCHISE TERRITORY

1.1 Grant of Franchise
1.2 Franchise Premises
1.3 Franchise Territory
1.4 One Location for Franchise Premises
1.5 Assistance in Site Location
1.6 Franchise Premises Development
1.7 Relocation of the Franchise Premises
1.8 Limitations on Advertise Outside of Territory
1.9 Existence of Divergent Forms of Franchise Contracts
1.10 Rights We Reserve
1.11 Pricing

2 PAYMENT OF FEES AND OTHER FINANCIAL REQUIREMENTS

2.1 Initial Franchise Fee and Initial Training Fee
2.2 Weekly Royalty Fee
2.3 Weekly Marketing Contribution
2.4 Local Advertising
2.5 "Revenue" Defined
2.6 You Will Pay Taxes and Indebtedness
2.7 Royalty Fees, Marketing Contributions and Other Sums to Be Paid Promptly
2.8 Records
2.9 Audits
2.10 You are to Pay all Franchise Costs
2.11 Attendance at Retreats
2.12 Application of Payments
2.13 Overpayments

3 TRAINING

3.1 Mandatory Training
3.2 Supplemental Training

4 COMMENCEMENT OF OPERATIONS

4.1 Time to Complete Training and Commence Operation
4.2 You Are to Obtain Permits and Licenses
4.3 Real Property Security Assignments

5 FRANCHISE STANDARDS OF OPERATION

5.1 Operations Manual, Minimum Inventory, Supplies, Decor, Plans and Specifications, and Public Relations
5.2 Standards to Be Maintained

5.3 Marks, Operations Manual, and Method of Operation Are Our Exclusive Property
5.4 You Will Not Use Names or Marks in Combination
5.5 Marks, Operations Manual, and Method of Operation May Be Changed
5.6 You Will Not Communicate Confidential Information
5.7 Conflicting or Competing Interests
5.8 Computer Systems
5.9 Service Agreement
5.10 Working Capital Requirements
5.11 Notice of Court Action
5.12 Terms of Product Sales
5.13 Ownership of Customer Information

6 RENEWAL, TERMINATION AND INTERIM MANAGEMENT
6.1 Renewal of Franchise
6.2 Termination by You
6.3 Termination by Us
6.4 Time Frames Subject to Applicable Law
6.5 You Will Discontinue Use of Marks, Operations Manual, and Method of Operation on Termination of Agreement
6.6 We May Assign Territory Upon Termination
6.7 Interim Management
6.8 Post-Term Non-Competition Covenant
6.9 No Going Out of Business Sale
6.10 Damages and Liquidated Damages
6.11 Customers Upon Termination

7 TRANSFER
7.1 Sale or Assignment
7.2 Your Death or Disability
7.3 First Right of Purchase
7.4 First Right of Refusal
7.5 Appraisals

8 INDEMNITY, INSURANCE, CONDEMNATION AND CASUALTY
8.1 Indemnity
8.2 Insurance
8.3 Condemnation
8.4 Casualty
8.5 Proceeds from Insurance or Recovery

9 NOTICE AND MISCELLANEOUS
9.1 Notices
9.2 Business Name

9.3 We and You Are Not Joint Venturers, Partners, or Agents
9.4 Waiver
9.5 Time Is of the Essence
9.6 Documents
9.7 Construction
9.8 Enforcement and Dispute Resolution
9.9 Other Agreements
9.10 Agreement Binding on Successors and Assigns
9.11 Execution in Counterparts and Our Acceptance
9.12 Approval by Shareholders, Members or Partners
9.13 Personal Guarantee
9.14 Security Interest
9.14 Representation and Acknowledgments

10 SIGNATURES

F R A N C H I S E A G R E M E N T

THIS AGREEMENT has been entered this ___ day of _____, 20___ (the "***Effective Date***"). It is by and between NPM FRANCHISING, LLC, a Washington limited liability company, ("***we, us***") and _____and_____and _____ (jointly and severally "***you***").

RECITALS

A. For purposes of this Agreement "***you***" may include an individual, corporation, partnership, limited liability company or other legal entity. The term "***you***" will include all persons who succeed to your interest by transfer or by operation of law.

B. We offer franchises to qualified individuals to own and operate a franchise for (1) pet grooming and wash services using our GroomBar™ by EarthWise Pet® brand; (2) pet food and supplies and pet grooming and wash services using our EarthWise Pet® brand; or (3) pet food and supplies, pet grooming and wash services, and doggy daycare services using our Dee-O-Gee® by EarthWise Pet® brand. In this Agreement, "***Marks***" refers to the names, trademarks, service marks, logos, commercial symbols, and styles associated with the specific type of franchise granted to you by this Agreement as Franchisor determines.

C. We own valuable goodwill and have valuable expertise, confidential information, methods, procedures, techniques, uniform standards, operations manuals, inventory control guidelines, systems, layouts, merchandise, and materials ("***Method of Operation***" or "***System***"). In this Agreement, the defined terms "Method of Operation" and "System" are limited to aspects pertaining to the specific type of franchise granted to you by this Agreement as Franchisor determines.

C. As a franchisee, you are in an independent contractor relationship with us. You independently own and operate your Franchise. While we establish standards and recommendations for desired outcomes to protect our systems and brand, as an independent contractor franchisee, you generally determine the means to accomplish such outcomes. You are responsible for the day-to-day operation of your Franchise.

D. You desire us to train you and to authorize you to use applicable aspects of our System and applicable Mark(s) to operate a franchised business from a physical, commercial location.

AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1 GRANT OF FRANCHISE AND FRANCHISE TERRITORY

1.1 **Grant of Franchise**. We grant to you, and you accept from us, the franchise, license, and privilege to use the Marks, the Method of Operation, and merchandise bearing the

Marks, for ten (10) years from the date of this Agreement (the "***Franchise***"). This grant is solely for the operation by you of one Franchise at a single Franchise Premises (defined below) in the Franchise Territory (defined below) of the type indicated in Exhibit 1.

1.2 **Franchise Premises**. Your franchise may only be operated at the location described (or to be described) in Exhibit 2 (the "***Franchise Premises***"). If the Franchise Premises has not been yet determined and approved when this Agreement is executed, you are responsible for selecting the site for your franchise within the area designated in Exhibit 2. The Franchise Premises must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

We will analyze your market area, to help determine site feasibility and to help in selection of the Franchise Premises. In analyzing a proposed site, we examine its general location, distance from warehouse, traffic patterns, parking, size, physical characteristics, proximity to competing businesses, lease terms, sign visibility, neighborhood economic profile, population density and accessibility. The exact determination of the location for the franchise premises will depend upon our approval and your and our market analysis, market penetration plans and franchise placement strategies and existing franchise commitments. You must obtain our prior written approval (which may be by email) for the site of the franchise premises and your lease related to it. Our response to your request for approval of a site will be given within 30 days after we receive your written request.

If you and we cannot agree on a site for your franchise premises, we may terminate the Franchise Agreement. We will exercise our discretion in a reasonable manner.

1.3 **Franchise Territory**. So long as this Agreement is in force, and you are not in default in any material provision, we will not establish or license to or allow others to establish any retail pet food and supplies shop using the primary Mark licensed to you (as indicated in Exhibit 1) within the area described in Exhibit 2 (the "***Franchise Territory***").

For all calculations based upon a distance (such as a driving mile limitation), the measurement will be made in a straight line between the nearest points; if any portion of an object is within the prescribed distance from a point, the entire object is considered to be within that distance.

You may not establish or operate any other Franchised establishment without executing a separate franchise agreement for that facility.

1.4 **One Location for Franchise Premises**. You will operate the Franchise at only one location within the Franchise Territory. All land, buildings, and improvements at the location, including parking, are called the "***Franchise Premises***." Relocation of the Franchise Premises will require our prior written approval.

1.5 **Assistance in Site Location**.

1.5.1 You are responsible for finding the location of the Franchise Premises subject to our approval. If you request assistance in selecting a site for the Franchise Premises, we may provide reasonable assistance in finding a location acceptable to you. You acknowledge that we may require you to pay all out-of-pocket expenses for travel, meals, and lodging we incur to help you locate sites and to negotiate a lease for you. Your obligation for these expenses may be subject to maximum caps as may designate in advance in writing. You will bear all other site selection and negotiation expenses.

1.5.2 Any site recommendation or approval we make is not a representation that any particular site is available or legally appropriate for use as a franchise site. It is your responsibility to investigate all applicable zoning, licensing, leasing and other requirements for any proposed site. You must ensure that the site you select complies with these requirements.

1.5.3 You acknowledge and agree that any location we recommend or approve, and any lease we approve, will be with the understanding that it only meets our minimum acceptable criteria based upon our general business experience. Neither we nor any of our employees have special expertise in selecting sites. Our criteria are not a representation or guarantee that the location or business operation will be profitable or successful or that the terms of the lease are reasonable. We will not be liable for any consequences of your choice of any franchise site. You acknowledge that you are responsible for reviewing and determining the appropriateness and desirability of the lease. We will have no liability for any consequences with respect to the selection or approval of a location or any lease for the Premises, or with respect to any site recommendations we make.

1.5.4 Before you enter a lease or purchase agreement for the Franchise Premises, you will submit the lease or purchase documents to us for approval. However, you acknowledge that you are responsible for reviewing and determining the appropriateness and desirability of the lease. Lease documents must include the Franchise Premises Lease Agreement Rider attached in Exhibit 4 or include substantially similar provisions at our discretion. You will deliver to us a true copy of the lease and any additions or amendments to it promptly after they are executed.

1.6 **Franchise Premises Development**. You will be responsible to construct, remodel, furnish, decorate and equip the Franchise Premises.

A. We will furnish to you standard construction plans and a schedule of interior finishes and equipment packages for the Franchise Premises. All costs for site-specific plans not covered by the landlord will be your responsibility. Site plans, and any modifications to them, must be approved in writing by us prior to construction. All approvals will be solely within our discretion to maintain a uniform image and decor, consistent with Franchise system concepts.

B. Any construction and remodeling must be done by licensed contractors in a sound and workmanlike manner in compliance with applicable codes and

regulations.

C. You will comply with the standards and specifications we establish for architectural design, shop layout, equipment, furnishings and fixtures, among other things. Modifications or variations require our prior written consent.

D. You will comply within a time we deem reasonable with any requirement we impose to modify the store layout, furnishings, fixtures, equipment, decorations, and decor.

E. All equipment will conform to our equipment specifications as adopted from time to time. If we require any changes in or additions to equipment, you will modify, replace or add to your existing equipment at your sole expense.

1.7 **Relocation of the Franchise Premises**. You will not relocate the Franchise Premises without our prior written approval. Any relocation will be at your sole expense. This Agreement will govern your operations at any replacement Franchise Premises. You may decide to relocate the Franchise Premises for the following reasons:

- If the lease for the site of the Franchise Premises expires or terminates and cannot be renewed during the term of this Agreement,
- the site is destroyed, condemned or otherwise rendered unusable,
- in your and our judgment there is a change in character of the location of the Franchise Premises sufficiently detrimental to your business potential to warrant its relocation, or
- you reasonably decide, and we give our written consent, to relocate the Franchise Premises for cause.

If so, you may relocate the Franchise Premises to another available site near the Franchise Territory, if:

A. you are not in breach of this Agreement;
B. your lease was not ended by the lessor because of your breach of the lease agreement;
C. you evidence to our satisfaction your ability to obtain and commence operations at the new location within a time we deem reasonable after you vacate the original location;
D. you develop, construct, remodel, furnish, decorate and equip, at your sole expense, the new location according to our then current specifications and standards;
E. you pay all reasonable out-of-pocket expenses we incur because of the relocation. The term “Franchise Premises” and “Franchise Territory” (as applicable) will include the relocated business site;
F. you satisfy our then current franchise placement and demographics criteria;

and

G. in the event that your original lease has not come to full term, you receive a full release of your lease obligations from the landlord.

1.8 **Limitations on Advertising Outside of Territory**. Except as otherwise provided in this Agreement, the Operations Manual, or authorized by us in writing, you may not directly market to or solicit customers whose principal home address or place of business is outside the Franchise Territory. You may not advertise in any media whose circulation is outside the Franchise Territory, except with our prior written permission and the prior written consent of any of our franchisees whose territory is reached by that media.

Only we may place national or regional advertising.

1.9 **Existence of Divergent Forms of Franchise Contracts**. You acknowledge that we have offered franchises to others in the past the terms of which may have varied materially from those set forth in this Agreement.

1.10 **Rights We Reserve**. We retain all rights not specifically granted to you under this Agreement. Except as otherwise provided in this Agreement, we retain the right, in our sole discretion and without granting any right to you:

A. to use or license the use of the Marks or any other trademarks, service marks, logos or commercial symbols in connection with the sale of any services or products other than those directly contemplated being used, offered, or sold by you under this Agreement.

B. to operate and grant to others the right to operate businesses using our Marks outside the Franchise Territory on such terms and conditions as we deem appropriate.

C. to sell products or services anywhere, including within the Franchise Territory, through channels of distribution other than the Franchised retail business currently reserved to you in the Franchise Territory, including Internet, other forms of media now or in the future developed, wholesale and mail order channels.

D. to establish, operate, own or franchise any business, including competitive businesses, outside of the Franchise Territory.

1.11 **Pricing**. We may advise or offer guidance to you relative to your prices for the goods and services you offer for sale that in our judgment constitute good business practices. This guidance will be based on our experience and the experience of our franchisees and an analysis of the costs of the products and services and the prices charged by our competitors.

2 PAYMENT OF FEES AND OTHER FINANCIAL REQUIREMENTS

2.1 **Initial Franchise Fee and Initial Training Fee**.

A. The Initial Franchise Fee is $39,500 and is payable when you sign the Franchise Agreement.

B. In addition, when you sign the Franchise Agreement, you must pay us an Initial Training Fee of $10,000 for a GroomBar by EarthWise Pet franchise or $19,500 for a standard EarthWise Pet or Dee-O-Gee by EarthWise Pet franchise. Or, if this Franchise Agreement relates to the purchase of your second or any additional franchise, then the Initial Training Fee is reduced to $8,500 for an EarthWise Pet or Dee-O-Gee franchisee or $5,000 for a GroomBar franchise.

C. The Initial Franchise Fee is paid in consideration of our sales expenses, administrative overhead, return on investment, and start-up costs related to the execution of this Agreement and the opening of the Franchise and for our lost or deferred opportunity to sell franchises in the Franchise Territory to others.

D. None of the Initial Franchise Fee or Initial Training Fee or other initial fees are refundable.

2.2 **Weekly Royalty Fee**. You will pay to us a Royalty Fee equal to five percent (**5%)** of your Gross Revenue. This fee is due weekly in the manner specified below or as otherwise prescribed from time to time by us upon advance written notice to you.

This payment may be required to be made by automatic account withdrawal or other automatic processes we reasonably specify, such as check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer or the Internet. The collection method is at our sole discretion. If we attempt a draw or other process that is returned unsatisfied for any reason, we may charge you a **$75** fee for each unsatisfied attempt.

2.3 **Weekly Marketing Contribution**. You will pay to us a Marketing Contribution equal to **1.5%** of the total Gross Revenue derived from the Franchise. This fee is due weekly in the manner specified below or as otherwise prescribed from time to time by us upon advance written notice to you.

This payment may be required to be made by automatic account withdrawal or other automatic processes we reasonably specify, such as check, cash, certified check, money order, credit or debit card, automatic pre-authorized payment plan, electronic funds transfer or the Internet. The collection method is at our sole discretion. If we attempt a draw or other process that is returned unsatisfied for any reason, we may charge you a **$75** fee for each unsatisfied attempt.

We may apply advertising fund contributions to advertising expenditures incurred before receipt of such funds.

We may use all contributions and any earnings from the Marketing Contribution we receive from

you in local, regional, national, Internet, or international advertising for:

A. maintaining, administering, researching, directing and preparing advertising and promotional activities (including, among other things, the costs of preparing and conducting television, radio, magazine and newspaper advertising campaigns; social media and other online advertising; and public relations programs and press releases);

B. direct mail and outdoor billboard advertising;

C. marketing research and development;

D. marketing surveys and public relations activities;

E. development and maintenance of any Internet or e-commerce programs;

F. marketing materials;

G. decor and promotional materials;

H. artwork;

I. advertising services;

J. training related to marketing, customer service and sales augmentation;

K. production and distribution of periodic newsletters to provide you with industry news, suggestions, and advice on franchise operations;

L. software services we may provide to our franchisees for grooming, marketing, customer loyalty programs, and other marketing-related software services;

M. maintaining and updating our website;

N. new product development; and

O. our reasonable salaries, accounting, collection, legal and other costs related to all of the above.

Our internal artwork, advertising, promotion and newsletter production costs and associated administrative costs are paid from the Marketing Contributions. These will be calculated at our cost as established from time to time. We will use your Marketing Contribution to place advertising in geographic areas, in media, at times and using products and services we deem to be in the best interest of our franchisees and our franchise system.

We will direct all regional and national advertising programs. We will have sole discretion over the creative concepts, materials, endorsements, placement, and allocation of advertising moneys. We will maintain, administer, direct, prepare, and review national, regional, or local advertising materials and programs as we will in our sole discretion deem proper. Parts of your Marketing Contribution may be used to cover our costs of collecting and administrating the marketing contributions we collect from our other franchisees, including incurred legal fees. The Marketing Contribution will be used to pay for joint marketing programs, including programs with our suppliers and co-branding partners. We are under no obligation to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of advertising. We will not be obligated to expend all or any part of the Marketing Contribution during any specific period of time. Upon your written request, we will provide to you the most recent annual accounting of the Marketing Contribution.

The Marketing Contribution may be used for marketing, advertising, new product development, public relations, production and media expenses related to promotion of the Marks, the Franchise system and our products and services. We will not use any part of the Marketing Contribution for franchise sales but may include references to the availability of franchises in materials produced and placed in media.

We may create an advertising advisory board made up of our franchisees. These franchisees will make recommendations on your behalf as to types of advertising, promotion and public relations. We will use these and other recommendations which we feel are appropriate when drafting an advertising budget and program each year.

We anticipate that all contributions and earnings of the marketing contributions will be expended for the advertising and promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain at the end of such taxable year, all expenditures in the following taxable year(s) will come first from earnings and contributions from the prior year and next out of earnings in the current year.

A. <u>You are Not a Third-Party Beneficiary of Marketing Contributions</u>. We will have the sole right to enforce the obligations of you and all our other franchisees who pay marketing contributions. Neither you nor any other of our franchisees who are obligated to contribute to pay marketing contributions will be deemed a third-party beneficiary with respect to the fees or have any right to enforce any obligation to pay the fees.

B. <u>We May Return Funds to You or Use Funds for Regional Co-op Programs</u>. We will have the right to expend all, or any portion of the Marketing Contribution for the following purposes:

(a) for regional or local co-op advertising or promotional programs provided, however, that such programs will be available to all similarly situated franchisees; and,

(b) if in our sole judgment, you or any other franchisee is located in a geographic territory not adequately serviced by our national or regional advertising programs, we may rebate all or a portion of the marketing contributions paid by that franchisee for use by that franchisee for local advertising. Expenditures by that franchisee will be in addition to the local advertising requirements set forth in this Agreement.

C. Establishment of Regional Marketing Programs. At any time and from time to time, we will have the right to create or modify advertising regions for the purpose of establishing regional advertising, marketing and promotional programs. If we create or modify such regions, we will notify you and our other franchisees of the same. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional advertising programs. Each franchise unit, and each unit we own and operate, will be entitled to one vote at these meetings. For the purpose of this subsection, each unit we own will be deemed to be a franchise.

If at any meeting of the franchisees in an advertising region, **65%** of the franchisees vote to contribute to a regional advertising program, all franchisees within that region will be obligated to contribute to a regional marketing program in the amount established by the vote (the "***Regional Marketing Program***"). No advertising region may require any franchisee in that region to contribute to such a program in excess of **1%** of that franchisee's Gross Revenue.

We may administer each Regional Marketing Program in the same manner and upon the same terms and conditions as the Marketing Contribution program established above or we may decide to have each Regional Marketing Program administered by representatives elected by each region, at a meeting we call for this purpose.

D. Limited-Time Offers. In national or regional advertising programs, we may include "suggested retail prices" or offer price-specific limited-time offers for the goods or services sold by you and our other franchisees. We may include within all such advertising the phrase "available at participating locations only" or other cautionary language to advise the consumer that the prices may not be adhered to by all our franchisees.

E. Discount Programs. From time to time we may develop and market special discount or free coupon programs. You will have the right, but not the obligation, to participate in these programs. We may notify you of the creation and provisions of a discount or coupon program. Within **5** days after receipt of the notice, you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We will establish the discount or coupon programs in our sole discretion and will not have any obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or amount of any discount or coupon

established pursuant to any program.

2.4 **Local Advertising**. We strongly recommend that you expend in your local market at least **1%** of your Gross Revenue to advertise and promote the Franchise.

A. You Are to Use Local Advertising Materials We Supply. From time to time, we may supply to you an Advertising Manual or otherwise give you samples of local advertisements we approve. You will use only the advertising materials contained in the Advertising Manual or approved by us in writing, and may not, without our prior written consent, place any advertisement, in any media, which materially varies from the form and content of the approved advertisements.

B. Approval of Your Local Advertising and Website and E-Commerce. You will submit to us all advertising copy and other advertising and promotional materials, public relations programs and press releases, radio and television advertising, specialty and novelty items, signs, boxes, bags and wrapping papers before you use them in your local advertising program. You will not use any advertising copy, public relations program, press release or other promotional material until we approve it. Your failure to conform to our provisions or requirements and subsequent non-action by us to require you to cure or remedy your failures and defaults will not be deemed a waiver of future or additional failures and defaults by you under this provision or any other provision of this Agreement.

You specifically acknowledge and agree that any website will be deemed "advertising" under this Agreement and will be subject to (among other things) our approval. (As used in this Agreement, the term "website" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchised business, proprietary marks, us or the Method of Operation. The term website includes, but is not limited to, Internet and World Wide Web home pages.)

Your use of the internet in conjunction with your Franchise (including but not limited to your establishment of a website and use of social media) is subject to our prior written approval and your compliance with our written standards and specifications (which may change periodically). This includes, for example, providing administrator access to us for any social media sites you use to represent your Franchise. You hereby grant us the right to remove information from such sites that does not meet our standards and specification without additional notice to you or consent from you. For the purposes of this Agreement, "internet" means any of one or more local or global interactive communications media, that is flow available, or that may become available, and includes websites and domain names. Unless the context otherwise indicates, "internet" also includes methods of accessing limited-access electronic networks, such as intranets, extranets, and WANs.

We retain the right to approve any linking or other use of our website. Subject to the terms of use on our website, we may gather, develop and use in any lawful manner information about any visitor to the website, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via our website or were otherwise in contact with

you.

Domain names and addresses outside of any we provide will be at your sole expense, but we will own the domain names and addresses (if we so choose in our discretion). The domain names and addresses you use in conjunction with your Franchise are subject to our prior approval. In our discretion, you will turn ownership and control of the website(s) and social media over to us upon expiration or termination of this Agreement, regardless of the reason for the expiration or termination.

You will provide us content for our Internet marketing and follow our Intranet and Internet usage requirements. We retain the right to approve any linking or other use of our web site.

Subject to the terms of use on our website, we may gather, develop and use in any lawful manner information about any visitor to the website, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the website or were otherwise in contact with you.

We have established or may establish in the future an intranet or comparable on-line facility. You must use it in the manner we require. You understand and agree that we may elect to provide certain assistance, deliver information and materials or otherwise communicate with you via the Internet or the intranet. At your sole expense, you will maintain and update as needed all computer system requirements and services necessary to access the Internet and the intranet in the manner we require. You are required to have high-speed Internet service to your business and office where you will be able to access downloads from us of advertising materials, operations manual revisions, training materials and company news.

C. Local Advertising Materials Used at Your Discretion. You will advertise your franchise in a dignified manner to enhance our franchise system's reputation for quality and integrity. At any time and from time to time, we may require you to submit to us advertising copy, promotional materials, public relations programs and press releases you use in your local advertising programs. If, after review of any material, we, in good faith, believe that it is not in keeping with our franchise system's reputation of quality and integrity, or degrades or debases the good will or reputation of the franchise system, we will promptly notify you. You will immediately cease using any such material.

D. Varying Advertising Requirements. You understand that certain of our other franchisees do or will operate under different agreements with us. These franchisees may be required to pay marketing contributions and have local advertising requirements, if at all, at rates that differ from the rate provided in this Agreement or based on formulae that differ from the formulae provided in this Agreement. We do not represent that you or other franchisees will contribute to or benefit from advertising payments equally.

2.5 **"Gross Revenue" Defined**. "***Gross Revenue***" includes all receipts generated by the Franchise from any source, including, but not limited to, sales, vending, exchanges, services

(including, for example, pet grooming services), labor, service charges, service contracts, etc. Gross Revenue does *not* include discounts, refunds, and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "***Gross Revenue***." The exact basis and calculation of gross receipts will follow the requirements and procedures outlined in the Operations Manual to take into consideration the needs and requirements of our franchise system and your location. For example, our Operations Manual may contain special Gross Revenue calculation specifications for pet grooming sales.

2.6 **You Will Pay Taxes and Indebtedness**. You will pay all taxes, assessments, liens, encumbrances, accounts, and other debts, regardless of their nature, assessed against you, the Franchise Premises, or inventory, materials, fixtures, and equipment used in the Franchise. Payment will be made when due and before delinquent except when being contested in good faith by appropriate proceedings. If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you at the Franchise Premises, you will pay these taxes. You will pay to us promptly and when due the amount of all sales taxes, personal property taxes and similar taxes imposed upon, required to be collected, or on account of collection by us of the Initial Franchise Fee, the Royalty Fee, or any other payments you make to us pursuant to this Agreement.

You acknowledge that one of the benefits accruing to you and all of our other franchisees is the economy of mass purchasing power made available through us. Your failure to pay or repeated delay in making prompt payment in accordance with the terms of the invoice or statements rendered to you for payments due, or misdirection of supplies or other abuses will result in a loss of credit standing and goodwill and a loss of benefits derived to us and other franchisees using the Method of Operation. You expressly agree to promptly make all product purchase payments on invoices and statements rendered to you in accordance with the terms of the invoices and statements and to make timely remittances of rent as required on your lease.

2.7 **Royalty Fees, Marketing Contributions and Other Sums to Be Paid Promptly**. You will not set off any claim for damages or money due to you from us against any payments to be paid by you to us under this Agreement or any related agreement between the parties. No endorsement or statement on any check or payment of any sum less than the full sum due from you to us will be construed as an acknowledgment of payment in full or as an accord and satisfaction. We will have the right to accept any check or payment without prejudice to our rights to recover the balance due or to pursue any other remedy available to us.

If any report is not made or any fee or any other amount due under this Agreement is not delivered or paid to us on or before the date due, you must pay a late charge equal to the greater of **$50** or **5%** of the amount due, plus interest at the rate of the **1.5%** per month. These late charges and late payment penalties will not exceed any limits placed upon late charges and late payment penalties by applicable local laws.

Nonpayment or non-delivery will be considered a material breach of this Agreement. Any

resulting termination, interest due and service charges will be in addition to any other remedies we may have as a result of your default.

Our acceptance of late charges will not constitute a waiver of the breach created by your non-payment of any amount when due. Notwithstanding the payment of any late charges, we may exercise any rights or remedies granted by this Agreement upon your breach or any rights or remedies otherwise granted by law.

Nothing contained in this Agreement obligates us to accept any payments after due or to commit to extend credit to or otherwise finance your operation of the Franchise. You acknowledge that failure to pay all amounts when due will constitute grounds for termination of this Agreement.

2.8 **Records**. You will keep a complete and accurate set of books and records of the operation of the Franchise, produce monthly and quarterly financial statements in accordance with generally accepted accounting principles and practices for each calendar month and quarter, and furnish copies of these statements to us within **30** days after the end of each quarter (or within 30 days of our request, which may be more frequent than quarterly).

You will furnish to us as an itemized report of the Gross Revenue for the prior week or allow us unrestricted access to your approved point of sale system to pull Gross Revenue data. This report must be certified by you to be true and correct. The report will be in the form and will include such supporting documentation as we may reasonably demand from time to time. All Royalty and Marketing Contributions due based upon the Gross Revenue for the preceding week will accompany the report.

2.9 **Audits**. We may audit your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than **2%** or unless you fail to deliver any required report of Gross Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, Marketing Contributions and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under this Agreement or by law. Our right to audit will include the right to examine the books, tax returns and records of other businesses that you own or operate, in whole or in part, to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid.

2.10 **You are to Pay all Franchise Costs**. All the costs of the Franchise, including opening and operating costs, will be your sole obligation. We will have no costs, liability or expense whatsoever with respect to your opening and operation of the Franchise. You will not use or employ the Marks in performing any activity or incurring any obligation or indebtedness in a manner that could result in making us liable for them.

2.11 **Attendance at Retreats**. We may hold retreats or conventions for the franchisees that make up our franchise system. These retreats or conventions may be held at a different location each time. They include programs on sales and marketing techniques, performance specifications, advertising programs, training suggestions, and committee elections, among other things. Your attendance at each retreat or convention is strongly encouraged. You will bear all expenses of attending, including travel, lodging, meals and entertainment.

2.12 **Application of Payments**. We have the right, in our sole discretion, to apply any payment from you to any past due indebtedness you owe to us or our affiliates, whether from fee payments, purchases, late payment charges, or for any other reason. This section will apply regardless of how you may designate a particular payment is to be applied.

2.13 **Overpayments**. If you overpay the Weekly Royalty Fee, Weekly Marketing Contribution, or any other ongoing fees under this Agreement as a result of miscalculation, error in entering information into your computer system, or other error, you will be entitled to a refund of such overpayment only if you notify us in writing within 30 days of the overpayment and provide sufficient proof of such overpayment.

3 TRAINING

3.1 **Mandatory Training**. We will provide a mandatory training program for you (or one of your principal owners if you are an entity) at a location we will designate (the "***Initial Training Program***"). All or a significant portion of the Initial Training Program may be conducted remotely via webcast or other remote methods at our discretion. This training course will cover various aspects of the operation of the Franchise, which will vary depending upon the type of franchise you purchase. You must complete the course at least 60 days before opening the Franchise for business (and within 90 days of signing this Agreement), unless we otherwise agree to schedule the training program closer to your planned grand opening. You must ask us to schedule a training session at least 20 days before the session is to start. If you or your principal owners will not be directly involved in the supervision of the franchise business, you must employ a designated manager of your choice who also has completed the Initial Training Program to our satisfaction. We shall not have the right to hire, fire, direct, supervise or discipline your manager(s). You must complete this mandatory training program to our exclusive satisfaction or we may terminate this Agreement. For the GroomBar franchise, all classroom training is provided via remote technology.

Our training program may be amended.

You are encouraged to begin training before incurring any costs or expenses related to the planned opening of the Franchise. We will not be liable for any costs or expenses you incur if we terminate this Agreement because you or your manager fails to satisfactorily complete the mandatory training course.

The Initial Training Program is included in the Initial Training Fee. You will pay the transportation, board and lodging expenses you or the manager incur related to this training.

Training and training materials may be delivered in the formats or media we choose. This may include course books or training exercises on paper, video, or other electronic format, via web cast or an intranet. You will participate in and pay for the training, including costs of computer equipment and Internet services needed to participate.

If the Franchise is managed by any persons other than you, you will notify us of these managers. Each of your employees will complete a training program conducted under the direction of you or your designated manager who has successfully completed our mandatory Initial Training Program.

Individuals:

If you will be operating your franchised business as an individual, we strongly recommend that you devote your full time and best efforts to the day to day operation of your franchised business with no operational or management commitments in other businesses except other franchises offered by us. You may, however, continue to operate such other businesses, (if any), in which you are engaged as of the date of this Agreement that are family owned. If you continue to operate other businesses, you must employ separate personnel for the businesses, market services under one or more trading designations separate from the Marks, maintain separate offices and customer reception space and have the personnel related to such other businesses wear apparel that does not feature any of the Marks.

Partnerships:

If you will be operating your franchised business as a partnership, one or more partners may be required to participate in the actual day to day operation of your franchised business or you must have in your employ a manager who runs your day to day operations. The partner or partners who are in charge of running your franchised business or your manager must have successfully completed our Initial Training Program.

Corporations, Limited Liability Companies:

If you will be operating your franchised business as a corporation, limited liability company, or other legal entity, you must have in your employ a store manager. This store manager can be you, any member of your board, an officer of your corporation, a member of your limited liability company, or an individual otherwise designated for this purpose. The store manager who is in charge of running your franchised business must have successfully completed our Initial Training Program.

In connection with the opening of your franchise, we will provide the full-time services of a trainer at the Franchise Premises for up to five (5) work days. You must give us at least thirty-five (35) days advance written notice of your anticipated opening date. In connection with this on-site training, we may assist with training, computer software and form use, shop decor, product education, merchandise display, sales assistance, use of the Operations Manual, and to assist you to supervise the store opening. If such assistance is provided, we will bear the trainer's expenses for this assistance. The timing for this training depends upon our availability. For a GroomBar franchise, this opening assistance is provided only if the Franchisor determines that it is necessary

or desirable.

3.2 **Supplemental Training**.

A. Additional Training at Your Request. At your option and upon not less than 35 days' prior written notice to us, you may receive additional training at our training center or at other agreed upon locations. The timing for this training depends upon our availability. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates. This additional training may also consist of visits by us to your Franchise Premises or by you to other franchised outlet locations (as applicable). In such case, you are exclusively responsible for our and your reasonable travel, lodging, meals, and training costs and expenses.

The duration of training is negotiable depending upon your needs and our availability. You will not receive any compensation for services rendered by us or the trainee during this or any other training. We may designate qualified franchisees or others to conduct some or all of your training.

B. Retreats, Seminars, and Webinars. From time to time we may provide optional or required franchisee retreats or refresher training programs or seminars and may recommend or require that you or your managers attend them each year and complete them to our satisfaction. Online webinars and similar types of training are typically required rather than optional.

Franchisee retreats, seminars, and similar programs will be held at locations we designate and will be provided without charge to you. If we make attendance optional and you choose to attend, then you will be exclusively responsible for paying all of your travel, living and other expenses and employee compensation of attending these programs and seminars. If we make attendance mandatory, then we may cover your direct out-of-pocket travel and lodging expenses.

C. Additional Training We May Require. We may deem it appropriate or necessary to provide additional training and supervision to you and your managers at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future. You will pay our then-current training fees. Also, if we travel to your location, then you will bear our reasonable travel, room and board expenses for such training and supervision.

4 COMMENCEMENT OF OPERATIONS

4.1 **Time to Complete Training and Commence Operation**. You or your manager will complete to our exclusive satisfaction the mandatory training defined above, find a site location that is acceptable to you and approved by us, and commence full and continuous operation of the Franchise within eighteen (18) months after execution of this Agreement. Prior to commencing operation, you will procure all necessary licenses, permits and improvements and

purchase initial inventory. Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that is reasonable under the circumstances.

If this training, site location and commencement of operation obligation is not fulfilled, we may terminate this Agreement.

4.2 **You Are to Obtain Permits and Licenses**. Prior to commencing business operations, you will obtain all local permits and licenses necessary to operate the Franchise.

You will comply with all the provisions of all other applicable federal, state or local statutes, rules or ordinances.

4.3 **Real Property Security Assignments**. If you own the premises used for the operation of the Franchise, you will not mortgage, pledge, or otherwise assign as security the premises during the term of this Agreement without our prior written approval. Upon termination or expiration of this Agreement, you will give us a reasonable and good faith opportunity to lease the premises and to continue business operations there. The fair value of and fair terms for the lease and for all related equipment, fixtures, signs, equipment leases and personal property will be determined by appraisal as provided in Section 7.5 (entitled "Appraisals").

If we cure any breach by you under the lease or sublease, the total amount of all costs and payments we incur in effecting the cure will be immediately due and owing by you to us.

5 FRANCHISE STANDARDS OF OPERATION

5.1 **Operations Manual, Minimum Inventory, Supplies, Decor, Plans and Specifications, and Public Relations**. Our industry is highly competitive. Efforts to maintain, update and improve the Method of Operation are essential. The developments we plan to make for the benefit of our franchise system as a whole are contemplated throughout the term of this Agreement. The development of the Method of Operation in this manner is an important and beneficial aspect of the relationship you want to have with us. We agree to lend to you a copy of our Operations Manual or give you access to the digital Operations Manual portal once you have paid to us the Initial Franchise Fee, in full. In general, the Operations Manual is intended to establish standards and recommendation for outcomes to protect our systems and brand while giving you the flexibility, as an independent contractor franchisee, to determine the means to accomplish such outcomes. You are responsible for the day-to-day operation of your franchised business.

If you operate your Franchise below the standards we require, customers who patronize your Franchise will be less likely to patronize other locations within our franchise system. This would damage the business of others. It will be difficult for us to obtain new franchisees if a prospective purchaser observes that you do not maintain the required standards.

The Operations Manual describes the Method of Operation, including specifications and standards,

which may pertain to operating procedures, accounting and bookkeeping methods, marketing ideas, inventory requirements and control techniques, plans and specifications, fixture and decor requirements, opening public relations and other standards and recommendations that we may prescribe from time to time and identify as part of the Operations Manual. Among other things, the Operations Manual may contain information, standards and recommendations related to:

- Standards of conduct
- Benefits and services
- Money handling
- Computer use policy
- Support staff contact information
- Approved product list
- Logos and branding guidelines
- Intranet usage guidelines
- Franchisee chart of accounts and reporting
- Disaster preparedness
- Industry reports
- Vendor partnerships
- Grooming manual
- Marketing manual
- Brand manual
- Training Center (Pet nutrition, Marketing, Services, Financial Management)
- New-store contractors book
- Computer system requirements

The "***Operations Manual***" may include documents, writings, podcasts, videos, and other materials and media in whatever form (including digital) we provide to you (or provide you access to) that describe the guidelines, advice, and requirements regarding the operation of your franchise, including user manuals and related instruction materials. It includes amendments, supplements, and new documents made and identified by us as part of the Operations Manual. The Operations Manual may be delivered to you by hard paper copy, via an intranet or other online access, computer download, or via another medium chosen at our discretion.

The Operations Manual is and will remain confidential and our exclusive property. You will not disclose, copy or duplicate any part of the Operations Manual for any reason. Nothing in this Agreement may be construed as an incorporation of the terms of the Operations Manual or as making the Operations Manual part of this Agreement. The Operations Manual, in part, may consist of confidential:

A. manual or manuals, and

B. other documents, writings, and materials (which may be accessible only online), and

C. any Intranet or password protected portion of an Internet site, and

D. any other embodiment of the Methods of Operation, including notices of new standards and techniques including all media identified by us as part of the Operations Manual, and

E. any amendments, supplements, derivative works, and replacements; whether embodied in electronic or other media.

We develop minimum requirements for the operation of your Franchise, which may include guidelines and specifications related to product preparation, merchandise, inventory, supplies, stationery, business forms, advertising, decor, plans and specifications, materials, fixtures, and signs, among other things. These requirements are outlined in the Operations Manual. You will purchase all initial inventory items and additional items specified from time to time in the Operations Manual. We may amend the Operations Manual, including changes which may affect minimum requirements for your franchise operations. You will strictly adhere to the requirements of the Operations Manual as we amend it from time to time. You will implement immediately all changes at your cost unless we otherwise specify. This may include, for example, new computer systems and/or upgrades to existing computer systems. We reasonably may restrict you from producing, stocking, and selling certain services and goods, from time to time, as specified in the Operations Manual.

You must purchase items that bear the Marks from us or suppliers we approve from time to time. Proprietary items and supplies may be private labeled by us.

We retain the right to make a reasonable profit on any items, supplies and materials you buy from us. We may also make a reasonable profit on supplies we purchase in bulk quantities and sell to you.

We may obtain money, goods, services, or other benefits from persons and entities with whom you do business, on account of that business with you. These may include rebates, refunds, commissions, co-operative payments, or discounts. We will accumulate them, annually account to the Franchise system for them and either add them to the Marketing Contribution program, use them for programs that benefit all franchisees such as conventions, use them to provide supplemental training and promotional services to our franchisees, or return them at reasonable times to our franchisees pro rata, based upon the volume of related business.

There are no required quotas as to quantity of purchases you must make from us or from approved vendors. You must only have enough supplies on hand to meet customer demand. If you elect to purchase equipment, inventory, and supply items from us at our then current prices, payment must be made when you place your order. The items we offer may include among other things equipment, merchandise, and supplies that bear the Marks. You may offer these Mark-bearing items only at the Franchise Premises to retail customers.

Any products and goods sold, licensed, or leased by or through us to you will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operations Manual or as otherwise

provided for in writing by us or the manufacturer of the products and goods. **EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY US, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND GOODS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY IN CONNECTION WITH ANY PRODUCTS OR GOODS EXCEED THE DOLLAR AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID BY YOU FOR THE PRODUCTS OR GOODS. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND YOUR CUSTOMERS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE (OR INABILITY TO USE) THE PRODUCTS OR GOODS FOR ANY PURPOSE WHATSOEVER, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGES**.

We will not be liable to you if we are unable to deliver equipment, inventory or supply items to you because of any loss, damage, or delay caused by strikes, riots, fire, insurrection, war, elements, embargoes, failure of carriers, inability to obtain transportation facilities, forces majeure, acts of God or of the public enemy, or any other cause beyond our control.

You will purchase all products, supplies and materials required for the operation of the Franchise from manufacturers, suppliers or distributors approved by us. All specifications that we require of you and lists of approved suppliers will be provided to you in writing. We will use our best judgment to set and modify specifications in order to maintain the integrity and quality of the franchise system.

We may make available the services of a preferred real estate broker to provide site location assistance to you without charge to you. However, we reserve the right to not offer this service or to charge you for this service. We make no representation or warranties, express or implied, in respect to the services provided by any preferred real estate broker.

You must sell, offer for sale, distribute or deliver only such services or products that meet the specifications and standards of quality and quantity in the Operations Manual. You must sell or offer to sell all approved items and services. You must refrain from deviating from our standards and specifications and must discontinue selling or offering for sale any such items as we may, in our discretion, disapprove in writing at any time.

You are required to maintain an inventory of authorized and approved equipment and supplies sufficient in quantity to satisfy customer demand.

Except for items exclusively supplied by us or another exclusively designated supplier, with advance written notice, you may request our approval to obtain products, supplies or materials

from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, taste, texture, composition, absorbency, strength, sourcing of ingredients, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing prior to approval and use. You will reimburse us for the actual cost of the tests. We will license any supplier that can meet or exceed our quality control and confidential formula requirements and standards, for a reasonable license fee, to produce and deliver products to you but to no other person. Our confidential manufacturing requirements, equipment, designs, systems and formulas will be disclosed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently adhere to our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We may require a Confidentiality and Non-Disclosure Agreement signed by the proposed supplier prior to release of any confidential information. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of our receipt from you of your written notice of request for approval.

From time to time we or our agents may inspect any proposed or approved manufacturer's, supplier's or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. Should we determine from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, together with a notice that unless the failure or deficiency is corrected within **30** days, the manufacturer, supplier or distributor will no longer be approved.

5.2 **Standards to Be Maintained**. You will follow the Method of Operation and maintain standards of product preparation, merchandising, and service that we prescribe.

A. You will operate the Franchise in a clean, orderly, and respectable manner in strict compliance with this Agreement and the Operations Manual. The Franchise Premises will be used only as a Franchise in our franchise system. You will only use signs, fixtures, equipment, materials, products, inventory, decor, plans, and services that conform to our specifications to conduct the franchise.

B. You will maintain signs approved by us on the Franchise Premises. These signs must comply with local sign ordinances, regulations and laws. The signs will describe the premises only as a franchise operating pursuant to this Agreement.

C. We may enter upon the Franchise Premises at reasonable times to verify your compliance with the terms of this Agreement. To do so, we may:

1. Inspect the Franchise Premises;

2. Observe your operation of the franchise business for any consecutive or intermittent periods we deem necessary;

3. Select items, ingredients, products and other materials, services, equipment, operations and supplies for test of content and evaluation purposes to make certain that they are satisfactory and meet our quality control provisions and performance standards;

4. Interview your personnel, customers, vendors and co-branded partners; and

5. Inspect and copy any books, records and documents related to the operation of the franchise, the co-branded location and any other franchise information we may require.

You and anyone acting as your agent will cooperate fully with us and our agents in connection with these inspections, observations, and interviews. You expressly waive any rights of privacy or confidentiality you have with your personnel, customers, vendors and co-branded partners in reference to these inspections, observations and interviews.

Despite the foregoing, our reviews and inspections of your operations do not replace your duty to supervise your own business operations and workers.

D. You will comply with all applicable ordinances, regulations, bylaws, laws, and statutes. You will not permit unlawful activities on the Franchise Premises and will not sell, exchange, offer, hold, show, rent, or permit to be sold, exchanged, offered, held, shown, or rented any material or service you know or reasonably suspect to have been obtained in violation of law or to be otherwise illegal.

You will secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and will operate the Franchised Business in full compliance with all applicable ordinances and regulations, including without limitation, all government laws and regulations relating to occupational hazards and health, EEOC laws, Americans with Disabilities Act, copyright laws protecting owners of artistic works, dispensing of pet food products, consumer protection, trade regulations, workers compensation, unemployment insurance and withholding, and payment of federal and state income taxes, social security taxes and sales, use and property taxes. You will furnish to us within **120** days after the receipt of equipment, a copy of a receipt for the payment of all use taxes, personal property taxes, and like taxes or assessments.

E. You will not install or use any vending machines, juke boxes, games or musical devices on the Franchise Premises without our prior written approval.

F. You will not sell or dispense any products or services or activities other than those we specifically recognize and approve in writing.

G. We may employ professional shopping services to monitor your compliance with this Agreement. You will repurchase merchandise and otherwise fully reimburse these shopping services for goods, services, and other items they receive, lease, or buy from you in the process of verifying compliance. You will hold us harmless from any such charges incurred by any shopping service. We will pay all other charges made by the shopping services.

H. You, at your expense, will maintain the interior and exterior of the Franchise Premises and equipment and furnishings in good repair, attractive appearance, and sound operating condition in compliance with the Operations Manual. At our request, you will make necessary repairs to the Franchise Premises in order to maintain uniform appearance and to protect the reputation of the Marks. You will commence all repairs and changes within a reasonable time after notice from us, and you will proceed with due diligence until completion. You will not make any change in the layout and decor of the Franchise Premises without our prior written approval.

If you do not maintain the Franchise Premises as required, after notice to you, we at our option, may make the necessary maintenance and repairs and charge the cost to you. If we make or direct the making of repairs, we will not incur any liability to you, including but not limited to, liability for interruption of your business during the course of making the maintenance and repairs.

I. You will keep your franchise open for business every day of the year, except holidays we designate, during the hours specified or approved in writing by us or required by the lease of the premises on which the Franchise is operated. We may change these requirements from time to time as we may designate in writing.

J. At all times you will insure that your copy of the Operations Manual and any other manuals and materials given to you are kept current and up to date with the amendments and updates we provide to you. In the event of any dispute as to the contents of the Operations Manual, the terms of our master copies maintained at our principal place of business will be controlling.

5.3 **Marks, Operations Manual, and Method of Operation Are Our Exclusive Property**. You agree that the Marks, Operations Manual, and Method of Operation are our sole and exclusive property. Except for the Franchise granted to you by this Agreement, nothing in this Agreement or any other agreement will give you or others any right, title, or interest whatsoever in or to the Marks, Operations Manual, or Method of Operation. Your license to use the Marks is non-exclusive. We, in our sole discretion, may operate under the Marks and may grant licenses to others to use the Marks on any terms and conditions we deem appropriate. In those states where applicable, you agree to execute on request all documents necessary to record you as a registered user of the Marks. You will not use the Marks as part of any website, social media application, electronic mail address or in any electronic mail message except in accordance with our written standards and prior approval (and only for purposes of the franchise). You will

use the Marks only in the manners that we authorize and in strict conformity to the Operations Manual.

You will immediately notify us of any infringement of, or challenge to, your use of the Marks or any marks identical to or confusingly similar to the Marks, including any claims of infringement or unfair competition. We will indemnify, defend, and hold you harmless from and against any and all third-party claims arising out of or related to your authorized use of any of the Marks as long as you (1) have used the Marks in strict compliance with this Agreement and our standards and specifications from and after the Effective Date, (2) promptly notify us of the legal claim, and (3) have otherwise complied with all the terms and conditions of this Agreement from and after the Effective Date. We will defend the claim using legal counsel of our own choosing. We may settle any claim without your prior consent. You will be entitled to participate in the defense of any such claim with your own independent legal counsel at your own cost and expense. If we undertake the defense or prosecution of any litigation or administrative action involving you or any litigation or administrative action involving the Marks or the Method of Operation, you agree to execute any and all documents and to do all acts and things that in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in our name or in your name, as we will elect.

At any time, you will modify or discontinue use of any franchise names or Marks, or will use one or more substitute names or marks, if we so direct in writing at any time. Our sole obligation in this event will be to reimburse you for your tangible costs in complying with our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will we be liable to you for any other damages, costs, losses, rights, or detriments related to any modification, discontinuance, or substitution. All obligations or requirements imposed upon you relating to the Marks will apply with equal force to any modified or substituted names or marks.

You will not contest, directly or indirectly: our ownership, title, right, or interest in the Marks, the Operations Manual, or the Method of Operation; or our exclusive right to register, use, or license others to use the Marks, Operations Manual, and Method of Operation. You will not advertise or use the Marks without following our then current guidelines and requirements. These may include, but will not be limited to, the placement of appropriate © or ® copyright and registration marks, or the designations TM or SM, where applicable.

Any and all goodwill associated with the Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law. You appoint us as your agent and attorney-in-fact to amend or cancel any registered user or business name filings obtained by you or on your behalf that involve or pertain to the Marks.

You will prepare all products offered at the Franchise Premises in strict compliance with the Operations Manual and will apply the Marks to these products as we specifically direct.

You will not use the Marks on products or services that come from any source other than us or sources we approve in writing.

We make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks.

We and you will use reasonable best efforts to continuously improve the products, processes and services used in the Method of Operation and to develop new products, processes and services for use as part of the Method of Operation. All the improvements, inventions and developments you make, develop or create for use in your franchised business or the Method of Operation will be our property and we alone will hold any patent, trademark registration or other form of protection for those improvements, inventions, developments, processes, methods and practices.

5.4 **You Will Not Use Names or Marks in Combination**. Except as provided in this Agreement, you will not use or give others permission to use the Marks, or any colorable imitation of them, combined with any other words or phrases. You and your owners, officers, and agents will not form or participate in the formation of any company, firm, corporation, or other entity having a name containing the words of the Marks. You may not combine or associate any name or symbol of the Marks with any other name or word in any advertising or sign. The Marks must be used in exact conformity with our written specifications that we may modify periodically.

5.5 **Marks, Operations Manual, and Method of Operation May Be Changed**. You acknowledge that the Marks, Operations Manual, and Method of Operation, including any future amendments or modifications to them, have substantial value, and that the conditions, restrictions, covenants not to compete, and other limitations imposed by this Agreement are necessary, equitable, and reasonable for the general benefit of you, us, and others enjoying any lawful economic interest in the Marks, Operations Manual, and Method of Operation.

We may change or modify any part of the Marks, Operations Manual, or Method of Operation from time to time at our sole discretion. You will accept, use, and protect, for the purposes of this Agreement, all changes and modifications as if they were a part of the Marks, Operations Manual, and Method of Operation at the time this Agreement is executed. You will bear all costs and expenses which may be reasonably necessary as a result of such changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications.

Complete and detailed uniformity of the Marks, Operations Manual, and Method of Operation under the varying conditions to be experienced by our franchisees may not be possible or practicable. Therefore, we reserve the right, at our discretion, to accommodate your special needs, or those of any other of our franchisees. These needs may result from the peculiarities of a particular site or location, density of population, business potential, populations of trade area, existing business practices, requirements of local law or local customers, landlord requirements, or any other condition which we deem to be important to the successful operation of the franchisee's business. From time to time, we may allow certain franchisees to depart from normal system standards and routines to experiment with or test new products, equipment, designs, and procedures. In no event will any variance or testing be deemed a waiver of any of our rights, or an excuse for you to not perform any of your duties under this Agreement. We may require you

at any time to commence full compliance with the Operations Manual and the Method of Operation. We will not be required to grant any variance to you under any circumstances. You will not require us to disclose or grant to you a like or similar variation.

5.6 **You Will Not Communicate Confidential Information**. You specifically acknowledge that you will receive valuable specialized and confidential information, including information regarding our operational, sales, promotional and marketing methods and techniques, operating procedures, processes, practices, lists of suppliers, customer lists, manuals, marketing and sales techniques and strategies, and the Method of Operation. Unless required by court order or applicable law or unless permitted by this Agreement, you agree not to copy, download to internet, intranet, modem, fax, e-mail, mail or send any confidential material or divulge any confidential material directly or indirectly to any other person or enterprise outside of our franchise system. During the term of this Agreement and after it expires or is terminated, you will never communicate, fax, e-mail, post on an internet electronic bulletin board, divulge or use in any other manner, either for your benefit or the benefit or any other person, persons, partnerships, associations, companies or corporations any confidential or proprietary information, knowledge or know-how concerning the Method of Operation or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your franchised business.

The Method of Operation includes valuable proprietary and confidential information. Unless required by court order or applicable law, you agree to not communicate or divulge the contents of our Operations Manuals or any other information related to the Method of Operation or to the operation of the Franchise or our franchise system to any person or entity except those we authorize in writing to receive the information. You agree that these contents and information are confidential. They include information that is our exclusive property, and you may only use them in the Franchise subject to the provisions and duration of this Agreement. You agree to fully and strictly adhere to all security procedures we prescribe for maintaining the confidentiality of the information. You agree to disclose information to your employees only to the extent necessary to perform the franchise business. You will not reverse engineer, decompile or disassemble any items embodying the Method of Operation or our confidential information.

The Method of Operation is a technologically advanced program of accounting, identification procedures, management systems, techniques and business operations and systems that would, if used by other persons, firms or entities, give a substantial competitive advantage which we presently enjoy. Any and all information, knowledge and know how, not generally known about the Method of Operation and our products, services, standards, specifications, systems, procedures and techniques, including information, manuals, contracts, customer data, supplier data, financial data, price lists, methods, techniques, processes, compilations, formulas, programs or patterns related to the operation of a Franchise and its products and services and any other information or material that we may designate as confidential, will be deemed confidential for purposes of this Agreement. This will not apply to information which you can demonstrate came to your attention prior to disclosure by us, or which is or has become a part of the public domain through publication or communication by others. Our confidential information is licensed, not sold, to you. You will not reverse engineer, decompile or disassemble any item that embodies confidential information.

The Operations Manual may contain guidelines to protect confidential information, including limited access to the information on a need to know basis, locking of offices and computer files, placement of appropriate legends on materials, limited access for copying and scanning, pass-word protection, and encryption. You will conduct periodic meetings with your managers and employees to instruct them on their responsibilities to maintain the confidentiality of our information.

You shall require that all of your officers, agents, directors, shareholders, trustees, beneficiaries, partners, and independent contractors (who may obtain or who are likely to obtain knowledge concerning our confidential information and who do not directly sign this Agreement) execute a confidentiality and non-compete agreement in the form we prescribe. You must adopt and implement all reasonable procedures we may prescribe periodically to prevent the unauthorized use or disclosure of any of our confidential information. If you become aware of any actual or threatened unauthorized use or disclosure of our confidential information, then you will promptly and fully advise us in writing of all related facts known to you. You will cooperate with us in all ways we reasonably request to prevent or stop any such unauthorized use or disclosure.

You will use best efforts to assure that you and all your agents, employees, consultants, partners, owners, members, officers, directors, and shareholders and other persons in your control, to whom any information is communicated, will keep, preserve, and protect all confidential information.

You acknowledge that unauthorized disclosure or use of our confidential information would harm our goodwill associated with our Marks and Method of Operation and would harm our other franchisees.

If you engage in any pet food or pet supply business within **2** years of the expiration, termination or transfer of this Agreement, you will prove to us that you have not used our confidential information in that business. This **2**-year period is not intended to limit the duration of your obligation to preserve the confidentiality of the information and to not use the information after expiration, termination or transfer of this Agreement.

We may disclose financial performance information regarding your franchise operations in our franchise disclosure documents and elsewhere. We may share your financial statements and other financial information with our other franchisees. You hereby consent to the disclosure of such information. You agree to provide such information to us promptly upon request.

5.7 **Conflicting or Competing Interests**. You will diligently, faithfully, and honestly perform your obligations pursuant to this Agreement. You will use your best efforts to develop, promote, and enhance your franchise. You will not engage in any activity or business enterprise that conflicts with these obligations.

At all times the Franchise must be under your direct supervision if we require. You will devote a substantial enough amount of time and energy to properly operate the Franchise. What constitutes proper operation will be in our sole reasonable discretion. In your absence, the Franchise must be under the direct supervision of a manager who has successfully completed the required training programs and who devotes the necessary time during business hours to the management of the

Franchise.

In express consideration for and during the term of this Agreement, neither you nor your owners, shareholders, members, partners, directors, officers, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Operations Manual or Method of Operation), will directly or indirectly participate as an owner, shareholder, member, partner, director, officer, employee, consultant, franchisor, franchisee (except for the franchise rights granted to you in this Agreement or any other franchise agreement between us and you), distributor, advisor or agent, or serve in any other capacity in any business (including business in formation) engaged or to be engaged in the offer, sale or rental of products or services (including via e-commerce) related to pet food, pet supplies or pet grooming or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the Method of Operation. We may waive this covenant only in writing. During all of these periods, you agree to promptly and fully disclose to us any business opportunity coming to your attention or conceived or developed in whole or in part by you, which relates to our business.

You will assure that you and your owners, directors, officers, partners, shareholders, members, consultants, and agents, during the term of this Agreement and for a period of 730 days after expiration or termination of this Agreement do not:

A. divert or directly or indirectly attempt to divert any of our business or any of our customers to any competing establishment;

B. do or perform, directly or indirectly, any other act injurious or prejudicial to our goodwill associated with the Marks and Method of Operation.

If, for any reason, any provision set forth in this Subsection is determined to exceed any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement.

The provisions relating to interests in any other business will not apply to your ownership of outstanding securities of any corporation whose securities are publicly held and traded. Provided that you hold these securities for investment purposes only and that your total holdings do not constitute more than **5%** of the outstanding securities of the corporation.

You will obtain written covenants from your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, and agents in a form satisfactory to us that these persons will comply with the provisions of this Section.

You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this Section (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of

competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of confidential information, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under applicable law.

5.8 **Computer Systems**. You will install and use computer systems, including point-of-sale system, accounting and inventory control systems approved by us. You will purchase, lease, or otherwise acquire, from us (unless we designate another exclusive supplier) at your expense, computer hardware and software (including but not limited to programs, computer terminals, Internet and other network access providers, point-of-sale systems, and software as a service subscriptions) that are totally compatible with and strictly conform to all requirements, standards, and specifications we may set from time to time, including coordination with consolidated systems used at co-branded locations. You must have these systems in operation at the Franchise Premises prior to opening for business. You must comply with any separate software or other license agreement that we or our designee uses in connection with providing these services to you.

During the term of this Agreement, we may require you to purchase new computer system hardware and software and/or upgrades to existing computer systems at our discretion.

You are required to have high speed Internet service (that meets our minimum specifications) with a static IP address at your business or home office where you will be able to access downloads from us of advertising materials, Operations Manual revisions, training materials and company news and through which we may have access to your computer systems and records.

E-PROBLEM DISCLAIMER: Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders ("***E-Problems***"). We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

5.9 **Service Agreement**. Before you open your Franchise for business, you must sign our then-current form of Service Agreement, which is subject to change. It relates to software services we may require, such as grooming-marketing and customer loyalty program software services. We may cover our costs for such software services from the Weekly Marketing Contribution funds we receive from our franchisees. There is no additional cost to you for such services. If you default under any provision of this Agreement or the Service Agreement, including but not limited to your payment obligations, then we may suspend or terminate your access to, and use of, software services.

5.10 **Working Capital Requirements**. At all times during the term of this Agreement,

you will maintain and employ as much working capital as may be required to enable you to properly and fully perform all your duties, obligations, and responsibilities.

5.11 **Notice of Court Action**. You will notify us in writing within **5** days of the commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or government instrumentality, which may adversely affect your operation of or the financial condition of the franchise.

5.12 **Terms of Product Sales**.

A. To receive products ordered from us or our affiliates, you must deliver to us a purchase order that specifies the products. All orders you submit are subject to acceptance at our corporate headquarters. We reserve the right to reject any order that is not credit approved or does not conform to the provisions of this Agreement. All orders accepted for delivery will be governed exclusively by the terms and conditions of this Agreement. Unless we agree in writing, no additional or different terms and conditions appearing on the face or reverse side of any order you issue will become part of that order. Our acknowledgment of your purchase order will not be acceptance of any additional or different terms and conditions.

B. Shipments are subject to availability. Upon notice to you, we may schedule and reschedule any order, at our discretion. We may decline any order for credit reasons or because the order specifies an unreasonably large quantity or makes an unreasonable shipment request.

C. We will use commercially reasonable efforts to meet any scheduled shipment date. However, we will not be liable for delays in meeting a scheduled shipment date for any reason. If products are scarce, we will allocate them equitably, at our discretion, among our customers.

D. Unless otherwise agreed, the products will be shipped only to your approved facility and only after receipt of an order from you.

E. We may refuse to ship or delay the shipment of any products on order if you become delinquent in payment of your obligations, exceed established credit lines, fail to meet our other credit or financial requirements or fail to provide financial information when we request. No cancellation, refusal or delay will terminate this Agreement.

F. All products will be delivered to you F.O.B. origin upon transfer to a common carrier. You will pay all transportation, insurance, rigging and drayage charges.

G. On delivery of products to carrier, title will pass to you and you will assume responsibility for promptly advising the carrier and insurer of the loss, for filing a claim and for recovery of any sums owed by them to you. Upon request, we will cooperate with you to establish a claim.

H. You grant to us a security interest in the products and proceeds as security

for your obligations under this Agreement. You agree that we may prepare and file all instruments or documents necessary to perfect any security interest, including a UCC Financing Statement. Upon request, you will execute and file such instruments or documents as needed. You acknowledge that we may file a copy of this Agreement as a financing statement for that purpose.

I. You will maintain sufficient inventories of products and employ sufficient help to operate your business at a level of capacity and market penetration commensurate with the reasonable demands of the marketplace.

J. You will represent fairly all products you purchase from us.

K. You will comply with all of the obligations and requirements imposed upon you by the manufacturers or distributors of the products.

L. You will use commercially reasonable efforts and good faith to promote, demonstrate and sell the products and services.

M. You may be required to provide to us forecasts of your projected purchases of products.

N. You acknowledge that we are not the manufacturer of the products. The products are subject to the manufacturer's standard warranty. We disclaim all warranties, including the implied warranties of merchantability and fitness for a particular purpose. No representation, affirmation of fact, or statement regarding capacity or suitability, which is not in this Agreement, will be a warranty by us for any purpose.

O. We will not be liable for any loss or damage claimed to have resulted from the use, operation or performance of the products, whatever the form of action. Our maximum liability to you, whether based upon contract, warranty, tort or otherwise, will not exceed the actual amount you pay to us for the specific product that causes the damages. These limitations of liability will not apply to claims for personal injury caused by our negligence. We will not be liable to you for special, indirect, incidental or consequential damages or from any damages resulting from loss of use, data or profits.

P. You will be responsible to install any fixtures or equipment that require installation at your own expense. We will not be responsible for installation.

5.13 **Ownership of Customer Information**. All customer lists, data, and information are proprietary to Franchisor during and after the term of this Agreement.

6 RENEWAL, TERMINATION AND INTERIM MANAGEMENT

6.1 Renewal of Franchise.

A. If you are not in breach, you may renew the Franchise for periods of **10**

years under the terms of our then-current Franchise Agreement forms. "***Then-current***," as used in this Agreement and applied to our Franchise Disclosure Document will mean the form then currently provided to prospective franchisees, or if not then being provided, then the form we select in our sole discretion which previously has been delivered to and executed by a franchisee of ours. You will exercise your renewal option by giving written notice to us. The notice must be given at least three months, but no earlier than six months, before the end of the franchise term established by this Agreement.

There is no fee for renewal of the Franchise. The renewed Franchise Agreement will be evidenced by you signing the Franchise Agreement forms we then are using (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise). These forms may vary materially from this Agreement. Royalty Fees, Marketing Contributions and other fees will be set at the then prevailing rates and terms. Your failure or refusal to execute the Renewal Franchise Agreement forms within **30** days after delivery to you may be regarded as an election by you not to renew. Upon renewal, the Franchise Premises must remain located in the geographical territory designated in this Agreement. The Franchise Territory may be modified, and its geographic area may be reduced or expanded to meet our then current franchise market penetration and demographic standards and co-branding requirements.

You will reimburse us for our reasonable out-of-pocket costs concerning the renewal.

You will refurbish, remodel, and replace the Franchise Premises, fixtures, and equipment to conform to the then current Operations Manual and Method of Operation. There will be no limitation on the amount that we may require you to spend on refurbishing, remodeling and replacement. You must make all capital expenditures reasonably required to renovate and modernize the Franchise Premises and its signs and equipment to reflect the design and decor image we then are requiring of new or renewing franchisees in our franchise system. These expenditures will be in the amount necessary to make the Franchise Premises modern and fresh and to resolve wear and tear. If renovation and modernization of the Franchise Premises is not feasible, you may relocate to a new site, subject to our prior written approval. Our approval will not be unreasonably withheld, provided that the relocation does not infringe on any other location within our franchise system.

You must execute a general release, in a form we prescribe, following applicable law, to release us from any claims you may have against us.

Before renewal, you or your designated manager will attend and successfully complete any retraining program we prescribe in writing. This will be done at your expense, including travel, meals, lodging, and our then current training fee.

B. We may refuse to renew this Agreement if you fail to satisfactorily comply with this Agreement. The determination of satisfactory compliance will be within our exclusive discretion in good faith. If we refuse to renew, you must continue to perform under this Agreement until its expiration.

C. Continuation. You have no automatic right to continue operation of the Franchise following expiration or termination of this Agreement. If you continue to operate the Franchise with our express or implied consent, following the expiration or termination of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party upon **30** days written notice. Otherwise, all provisions of this Agreement will apply while operations continue. Upon termination of this Agreement under this section, all post-termination covenants and obligations in this Agreement will apply.

6.2 **Termination by You**. You may terminate this Agreement if you comply with the terms of this Agreement and if we substantially breach any material provision of this Agreement and fail to cure or reasonably to begin to cure that breach within **30** days after receipt of written notice specifying the breach. Termination will be effective **10** days after you deliver to us written notice of termination for our failure to cure within the allowed period.

6.3 **Termination by Us**.

A. Default with Opportunity to Cure. The following provisions are in addition to all other remedies available to us at law or in equity. We will have the option to cure your breaches at your expense. If you breach or default in any of the terms of this Agreement, we have the right to appoint a receiver to take possession, manage and control assets, collect profits, and pay the net income for the operation of the Franchise as ordered by a court of jurisdiction. The right to appoint a receiver will be available regardless of whether waste or danger of loss or destruction of the assets exists, and without the necessity of notice to you.

If any payments to us, our affiliates or approved vendors are late by more than 15 business days, we may order all product deliveries withheld from you until the payments are received.

You agree that it will be a *default constituting a substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause for termination of this Agreement and any other franchise and related agreements between the parties*, if you (or your owners, officers, or key employees) breach any term or provision of this Agreement and do not cure the breach (or reasonably begin to cure and diligently pursue the cure until the breach is remedied) within **30** days after receipt of our written "Notice to Cure." Termination will occur immediately upon delivery to you of our written declaration of termination for failure to cure within the allowed time frame.

B. Termination Without Opportunity to Cure. You agree that it will be a default constituting a *substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause* for us to immediately terminate this Agreement and any other franchise and related agreements between the parties without other cause, and without giving you an opportunity to cure, if you (or your owners, officers, or key employees):

1. Fail to pass the initial training program. (See Section 3.1 above).

2. Fail to operate the Franchise continuously and actively for **5** consecutive days or for any shorter period after which it is reasonable under the facts and circumstances to conclude that you do not intend to continue the Franchise or maintain a suitable Franchise location.

3. Receive three or more notices to cure defaults during any consecutive 12-month period whether or not you cured such defaults.

4. On three or more occasions fail to report Revenue on time, understate Revenue by more than **2%,** or distort other material information.

5. Make or have made any material misrepresentation or misstatement on the franchise application or with respect to ownership of the Franchise. If you misrepresented yourself and are a competitor of ours or a competitor of an affiliate of ours, we may keep your entire initial franchise fee, cancel training and terminate this Agreement.

6. Fail to open the Franchise for business by the opening deadline. (See Section 4.1 above).

7. Are convicted of or plead guilty or no contest to a felony, or any other crime that is reasonably likely to adversely affect the System, the Franchise, or the goodwill associated with the Marks or the franchise system (as we determine at our sole discretion).

8. Within a period of **10** days after notification of noncompliance, fail to comply with any federal, state or local law or regulation applicable to the operation of the Franchise.

9. Fail to pay any Franchise, Royalty, or Marketing Contributions or other amounts owed pursuant to this Agreement within **5** days after receipt of written notice that the fees or amounts are overdue.

10. Operate the Franchise in a manner that creates an imminent danger to public health or safety.

11. Fail to comply with any of the confidentiality, non-disclosure, non-diversion of business, or non-competition covenants of this Agreement, including but not limited to obligations and restrictions described in Sections 5.6 and 5.7.

12. Falsify data in reports or intentionally understate Revenue or other information reported to the Franchisor.

13. Attempt to transfer all or any portion of this Agreement, the Franchise Premises, substantial assets of the Franchise business, or ownership or control of you or to fractionalize any of the rights granted to you pursuant to this Agreement in violation of Section 7.1.

14. Deny us the right to audit your books and records, inspect the Franchise, or access your computer systems and information, as permitted under this Agreement.

15. Engage in any conduct that is reasonably likely, at our sole opinion, to adversely affect the System, the Franchise, or the goodwill associated with the Marks or the franchise system.

16. Attempt to unilaterally repudiate this Agreement or the performance or observance of any of its terms, conditions, covenants, provisions or obligations by any conduct evidencing your intention to no longer comply with or be bound by this Agreement.

C. Automatic Termination Without Notice or Opportunity to Cure. This Agreement will automatically terminate without notice or an opportunity to cure if you:

1. Become insolvent, make a general assignment for the benefit of creditors, have a receiver appointed to administer or take possession of any part of the franchise or your assets, or admit to not being able to meet your obligations as they become due or become bankrupt, or become subject to any chapter of the United States Bankruptcy Code, unless you:

   (1) timely undertake to reaffirm the obligations under this Agreement;
   (2) timely comply with all conditions as legally may be imposed by us upon such an undertaking to reaffirm this Agreement; and
   (3) timely comply with such other conditions and provide such assurances as may be required in relevant provisions of the United States Bankruptcy Code;

   provided, however, that we and you acknowledge that this Agreement constitutes a personal service contract and that we have relied to a degree and in a manner material to this Agreement upon the personal promises of you and/or your directors, officers, shareholders or partners, as the case may be, to participate

personally on a full-time basis in the management and operation of the franchise, and, consequently, we and you agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Agreement will be void.

or

2. Allow the Franchise, Franchise Premises or franchise assets to be seized, taken over, or foreclosed by a creditor, lien holder, or lessor; let a final judgment against you remain unsatisfied for 30 days (unless a supersedeas or other appeal bond is filed); or allow a levy of execution upon the Franchise or upon any property used in the Franchise, that is not discharged by means other than levy within five days of the levy.

6.4 **Time Frames Subject to Applicable Laws**. The provisions of this Agreement may state periods of notice less than those required by applicable law. They may provide for termination, cancellation, non-renewal or the like other than according to applicable law. They will be extended or modified to comply with applicable law.

6.5 **You Will Discontinue Use of Marks, Operations Manual, and Method of Operation on Termination of Agreement**. Substantial damages that are difficult to determine at the date of execution of this Agreement will accrue to us if you do not comply with any of the following requirements upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement, you will:

A. Immediately cease using the Marks (or any names or marks deceptively similar to them), the Operations Manual and the Method of Operation.

B. Return to us all copies of the Operations Manual. Return to us all records, files, instructions, correspondence, and materials in your possession or control related to the Method of Operation. You will give us a complete and accurate summary of your advertisers, customers and leads, and related file records. You will assist us in every way possible to bring about a complete and effective transfer of your franchise business to us or to our designated franchisee.

C. Authorize telephone, Internet, email, electronic network, directory and listing entities to transfer all numbers, addresses, domain names, locators, directories and listings to us or our designee. Notify them of the termination of your right to use the Franchise names and Marks. You authorize the transfer of your business telephone numbers and directory listings; business email addresses; Internet addresses, domain names and locators to us or our designated franchisees. You appoint us as your agent and attorney-in-fact to effect the transfer of these telephone numbers and directory listings and domain names and Internet directory listings to us. You agree that we will be treated as the subscriber for the telephone numbers and directory listings.

We will have full authority to instruct the applicable telephone, directory and listing companies on the use and disposition of the telephone listings and numbers. You release and indemnify these companies from any damage or loss because they follow our instructions.

D. Make reasonable modifications to the interior and exterior of any retained premises to reduce your identification as a part of our brand(s) and franchise system. These modifications will include any and all reasonable alterations to eliminate any possibility of confusion between the Franchise Premises and any other location within our franchise system. Until all modifications and alterations are completed, you will maintain a conspicuous sign in a form we specify stating that you are no longer associated with us. You will advise all customers or prospective customers coming to the Franchise Premises or telephoning you that you are no longer associated with us.

E. Pay to us within **seven** days all Royalty Fees, Marketing Contributions, and other sums you owe. These sums will include all damages, costs and expenses, including reasonable attorney fees and collection costs, we incur because of your breach. These sums will include all costs and expenses, including reasonable attorney fees, we incur in obtaining injunctive, appellate, or other relief to enforce the provisions of this Agreement.

F. Abide by all provisions of the restriction upon communication of confidential information set forth above and the post-termination Covenant Not to Compete set forth below. You will immediately return to us all of our confidential information you have received, including any items that embody the confidential information. You acknowledge that you have no continuing ownership interest in the confidential information.

G. At our option exercised by written notice to you within 30 days of termination or expiration of this Agreement, do some or all of the following:

1. Remove all Franchise-related equipment, furnishings, and inventory from the Franchise Premises;

2. Sell the equipment, furnishings, and inventory to us (or our designee), at fair market value for equipment and furnishings and at your invoice cost for inventory less a **10%** restocking charge. We (or our designee) will not be liable for payment to you for intangibles, including, without limitation, goodwill;

3. Assign to us (or our designee) the lease for the Franchise Premises and ownership and control of any web site and social media accounts you own or control related to the Franchise;

4. Sell to us (or our designee) your interest in the Franchise, the Franchise Premises and all related equipment, fixtures, signs, real estate leases, equipment leases and personal property, free and clear of all liens, restrictions or encumbrances. You agree, at our election,

to assign your leasehold interest in the Franchise Premises to us, or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the prime lease.

i. We will have the right to elect this option by written notice to you within 30 days of expiration or termination of this Agreement. If we elect this option, then the parties will make good faith efforts to agree on a purchase price and payment terms within 10 days after such notice. If the parties cannot agree within the 10-day period, then fair value will be determined by appraisal as provided in Section 7.5 (entitled "Appraisals").

ii. We will have the unrestricted right to assign this option to purchase.

iii. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

iv. We will have the right (but not the obligation) to appoint an interim manager to operate the business, for our own account, from the date of expiration or termination of this Agreement until we or our designee acquires the Franchise under this paragraph.

6.6 **We May Assign Territory Upon Termination**. Upon expiration or termination of this Agreement, we may immediately operate, or license or franchise the Franchise Territory to another person to operate a franchised business, within the Franchise Territory.

6.7 **Interim Management**. To protect the System, the Marks, the Confidential Information, and the goodwill associated with the same, Franchisor may (but is not obligated to) assume interim management of the Franchise for any of the following reasons: (a) after Franchisor has given Franchisee written notice that Franchisee is in default under this Agreement and during the pendency of any cure period or in lieu of immediately terminating this Agreement; (b) your business activities are having, or are likely to have, a negative impact upon the value of our Marks, goodwill, or the franchise system (as we determine at our sole discretion); (c) we determine that significant operational problems require us to temporarily operate the Franchise; or (d) while your Franchise is not being managed by a competent and trained manager after your Death or Disability (as defined in Section 7.3 below). If Franchisor elects to assume interim management of the Franchise, then: (i) Franchisor's election will not relieve Franchisee of Franchisee's obligations under this Agreement; (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Franchise during any interim management period; (iii) Franchisor will have the right to charge a reasonable fee for the management services; (iv) Franchisee hereby agrees to indemnify, defend and hold harmless Franchisor and its interim manager(s) from and

against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Franchise, other than those arising solely from the gross negligence or willful misconduct of Franchisor; and (v) our operation or appointment of a manager to operate the Franchised Business will not be deemed an assignment to us of your commercial lease or sublease. We will have no responsibility for payment of any rent or other charges owing on any lease.

6.8 **Post-Term Non-Competition Covenant**. This covenant will apply for **730** days after termination, expiration or transfer of this Agreement. To the extent permitted by applicable law, and in express consideration for this Agreement, you will use your best efforts to assure that you and your owners, shareholders, partners, directors, officers, agents, and the members of their immediate families or households (who have actual knowledge of or access to the Operations Manual or Method of Operation), will not directly or indirectly participate as an owner, shareholder, director, partner, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business (including business in formation) engaged directly or indirectly in the offer, sale or rental of products or services (including via e-commerce) related to pet food, pet supplies or pet grooming or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the Method of Operation. This covenant applies within the Franchise Territory, within a **30**-mile radius of the Franchise Territory, within a **30**-mile radius of any location where we operate or have granted the franchise to operate a GroomBar, EarthWise Pet, Dee-O-Gee, or Nature's Pet business (or other brands we have developed or will develop in the future), and within the United States of America. To clarify, with respect to e-commerce, during the period of the non-compete covenant you will not establish a warehouse or other facility within, or sell to customers located within, the geographic scope of the non-compete described above.

You acknowledge and confirm that the time, content and geographical restrictions contained in this Section are fair and reasonable. They are not the result of overreaching, duress, or coercion of any kind by us. You further acknowledge and confirm that your observance of the covenants contained in this Agreement will not cause you any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Agreement will not impair your ability to obtain employment commensurate with your abilities and on terms fully acceptable to you, or otherwise to obtain income required for the comfortable support of your family and the satisfaction of your creditors. Your knowledge of the Method of Operation would cause our franchise system serious injury and loss if you use the knowledge to the benefit of a competitor or to compete with us or our franchisees.

If, for any reason, any provision set forth in this Subsection exceeds any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement.

6.9 **No Going Out of Business Sale**. You will not advertise for or conduct any going out of business sale, liquidation sale, or similar sale without our prior written consent, which we

may withhold in our discretion (subject to applicable law). You acknowledge that advertising for or conducting such a sale would tarnish our goodwill associated with our Marks and Method of Operation.

6.10 **Damages and Liquidated Damages**. Upon termination pursuant to any default by Franchisee, Franchisee agrees to pay Franchisor all actual and consequential damages and any costs and expenses (including reasonable attorneys' fees) incurred by Franchisor as a result of such default and termination. Franchisee acknowledges and agrees to the following: (1) Franchisee does not have the right to terminate this Agreement except as provided in Section 6.2, or as otherwise agreed in writing by the parties, and (2) any termination of this Agreement by Franchisee that is not in accordance with the terms of Section 6.2, or any termination of this Agreement by Franchisor in accordance with its terms, may result in lost future revenue and profits to Franchisor, harm to the goodwill associated with the Marks, and increased costs to Franchisor to re-develop or re-franchise the market in which the Franchise is located.

Accordingly, in the event that Franchisee terminates this Agreement other than in accordance with the terms of Section 6.2, or if Franchisor terminates this Agreement pursuant to its terms, then Franchisee shall pay to Franchisor within fifteen (15) days of such termination as liquidated damages (and not as a penalty), an amount equal to Royalty Fees, Marketing Contributions, and other ongoing fees Franchisee should have paid, had this Agreement not be terminated, for the lesser of (1) 12 months, or (2) the number of months remaining on the term of this Agreement. Such payment will be calculated based on the average Royalty Fees, Marketing Contributions, and other ongoing fees Franchisee paid (or if unpaid, payable) during the immediately preceding 12-month period (or shorter period if you will have operated for less than 12 months).

The parties hereby acknowledge and agree that the actual damages that would be incurred by Franchisor in the event of any breach or early termination of this Agreement by Franchisee would be difficult to calculate and that the liquidated damages provided for in this Agreement are fair and reasonable under the circumstances. The parties further acknowledge and agree that the liquidated damages specified in this Section are only intended to compensate Franchisor for the early termination of this Agreement and Franchisor's loss of revenue resulting therefrom, but not for any other breach of this Agreement by Franchisee or any other damages incurred by Franchisor, and all remedies applicable thereto remain available to Franchisor.

6.11 **Customers Upon Termination**. All customer lists, data, and information are proprietary to Franchisor during and after the term of this Agreement. Therefore, despite any contrary provision in this Agreement, upon expiration or termination of this Agreement for any reason, all customers that you serviced during the term of this Agreement revert to us, and you will no longer have the right to service those customers in any manner or at any time. You agree that all customer accounts shall be assigned by you immediately to us upon termination or expiration of this Agreement and you agree to execute any and all documents and do such acts as we may request to carry out such assignment of your customer accounts, in our sole business judgment.

7 TRANSFER

7.1 **Sale or Assignment**.

A. Your rights and obligations under this Agreement are exclusive to you. Whether voluntarily or involuntarily, neither you, your owners, partners nor others claiming an interest in the Franchise will sell, transfer, assign, encumber, give, lease, or sublease, or allow any other person to conduct business in or through (collectively called "***transfer***") the whole or any part of: this Agreement, the Franchise Premises, substantial assets of the Franchise business, or ownership or control of you or to fractionalize any of the rights granted to you pursuant to this Agreement. Any attempted transfer without our prior written consent will be a breach of this Agreement. Our consent will not be unreasonably withheld. We need not consent to any transfer before the date the Franchise opens for business.

We need not consent to any transfer to a competitor of ours.

We enter this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of you (or your shareholders, members or partners, if you are a corporation, limited liability company, partnership or other entity).

You recognize that there are many subjective factors that comprise the process by which we select a suitable franchise owner. Our consent to a transfer by you will remain a subjective determination. Before the effective date of a transfer we approve:

1. The transferee must assume your Franchise obligations. You will remain bound by your covenants in this Agreement to not disclose confidential information and to not compete with us or our franchisees.

2. You will pay all ascertained or liquidated debts concerning the Franchise.

3. You may not be in breach of this Agreement or any other agreement between the parties. Our consent to the transfer will not constitute a waiver of any claims we may have against you.

4. The transferee will pay for and complete to our exclusive satisfaction the training programs we then require of new franchisees or otherwise show to our satisfaction sufficient ability to successfully operate the Franchise.

5. You or the transferee will pay a Transfer Fee according to our then-current Transfer Fee Schedule. This fee will reimburse us for our reasonable legal, accounting, credit check, and investigation expenses that result from the transfer. This also covers the cost for the training program to the extent we require training. The Transfer

Fee is currently $20,000. We may discount the Transfer Fee in our discretion if we deem that the transferee has been trained previously by us to our then-current standards or otherwise does not require our full training program.

6. You will pay us a **10%** commission on the gross transfer price (excluding the price of real property) if we obtain the transferee for you.

7. The transferee will execute all documents we then require of new franchisees. This includes a new franchise agreement in the form we then are using. The new franchise agreement may contain economic and general terms that are materially different from those contained in this Agreement. The term of the new agreement will be for the unexpired term of this Agreement or for a new full term as we will elect.

8. The transferee will meet our standards for quality of character, financial capacity, and experience required of a new or renewing franchisee. You will provide information we require to prove the transferee meets our standards.

9. You and your owners, members, partners, officers, and directors will execute a general release in our favor. The release must be in a form we prescribe, following applicable law, to release us from any claims you may have against us.

10. If the Initial Franchise Fee has not yet been paid in full, it must be paid in full despite the due date for payment established by this Agreement.

11. If the lease or sublease for the Franchise Premise requires, the lessor or sublessor must have consented to the assignment or sublease of the Franchise Premises to the transferee. All fixtures and equipment at the Franchise Premises must be inspected and certified by a qualified professional inspector to be in good working order and free of operational defects. It will be your responsibility to bring all fixtures and equipment to proper working order before the transfer takes place.

12. You will enter into an agreement to subordinate, to the transferee's obligations to us (including the payment of all franchise fees), any obligations of the transferee to make installment payments of the purchase price to you. The form of this subordination is subject to our approval.

13. The transferee will refurbish and remodel the Franchise Premises, and will refurbish, remodel and/or replace the fixtures, equipment and signage to conform to the current Operations Manual and Method of Operation within 90 days of transfer.

B. With our prior written consent, you may transfer your rights and obligations under this Agreement to a corporation or other entity in which you continuously own a majority of the issued and outstanding shares of each class of stock or other evidence of ownership. The entity must be newly organized with its activities confined exclusively to act as the franchisee under this Agreement. The entity must contemporaneously agree in writing to be bound by the terms of this Agreement. You must contemporaneously agree in writing to guarantee the obligations of the entity and to remain personally liable in all respects under this Agreement. (You and all other owners will personally and unconditionally guarantee the obligations of the new entity and you will remain personally subject to and bound by all terms, conditions, restrictions and prohibitions contained in this Agreement. You as an owner of the entity agree to separately and personally, for you and for your successors, heirs and personal representatives, will act as surety for the full and faithful performance of all of the obligations, commitments and payments required of the entity. In that capacity, you agree that we do not have to pursue any remedies we may have against the entity, but rather, may proceed directly and primarily against you with or without joining the entity as principal or as a named party in any proceeding.)

You will be in breach of this Agreement if you at any time dispose of any interest sufficient to reduce your ownership in the entity to less than a majority of any class of stock or other evidence of ownership. From time to time, at our request, you will provide to us a current list of all your owners, shareholders, members, directors, officers, partners, and employees, with a summary of their respective interests in you.

C. We may transfer this Agreement. If we do, it will be binding upon and inure to the benefit of our successors and assigns. Specifically, you agree that we may sell any or all of our assets, the Marks, or the Method of Operation to one or more third parties, may go public, may engage in a placement of some or all of our securities, may merge, acquire other entities or be acquired by other entities, or may undertake a refinancing, recapitalization, re-organization, leveraged buyout or other economic or financial restructuring. As for any or all of these sales, assignments and dispositions, you waive any claims, demands or damages arising from or related to the loss of the Marks (or any variation of them) or the loss of association with or identification as part of our franchise system.

We will not be required to remain in any particular form of business or to offer to you products, whether or not bearing our Marks.

D. You may offer your securities or partnership interests to the public, by private offering, or otherwise, only with our prior written consent. Consent may not be unreasonably withheld. All materials required for the offering by federal or state law will be submitted to us for review before filing with any government agency. Any materials to be used in

any exempt offering will be submitted to us for review prior to their use. No offering by you will imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities. You and all other participants in the offering must fully indemnify us concerning the offering. For each proposed offering, you will pay to us the amount necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including, legal and accounting fees. You will give us at least **60** days written notice before the effective date of any offering or other transaction covered by this subsection.

E. You may not grant a sub-franchise or transfer less than all of your rights under this Agreement.

F. Our consent to a proposed transfer will not be a waiver of any claims we may have against you (or your owners), nor will it be a waiver of our right to demand exact compliance with this Agreement. Our consent to a transfer will not constitute or be interpreted as consent for any future or other transfer.

G. You will comply with and help us to comply with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises.

7.2 **Your Death or Disability**.

A. In the case of your death or incapacity (such that you are unable to perform your functions as franchisee as determined by Franchisor at its reasonable discretion) if you are an individual, or of any general partner of you if you are a partnership, or of any member or shareholder owning **50%** or more of you if you are a limited liability company or corporation or other entity (your "**Death or Incapacity**"), the executor, administrator, conservator, or other personal representative of the deceased or permanently disabled person, or the remaining owners, must appoint a competent manager within a reasonable time, not to exceed 30 days after the date of Death or Incapacity. The appointment of this manager is subject to satisfactory completion of our required training program(s). In addition to the right to appoint a temporary manager as described in Section 6.7 (entitled "Interim Management"), the following will apply in case of Death or Incapacity. Within 180 days of the event, the heirs, beneficiaries, devisees or legal representatives of that individual may:

1. Apply to us for the right to continue to operate the Franchise for the duration of the term of this Agreement. The right to continue will be granted upon the fulfillment of all of the conditions set forth in Section 7.1 above (entitled "Sale or Assignment") except that no transfer fee will be required; or

2. Transfer your interest according to the provisions of Section 7.1. If a proper and timely application for the right to continue to operate has been made and rejected, the 180 days within which to transfer will be computed from the date of rejection. For purposes of this Subsection, on an application for the right to continue to operate,

our silence through the **180** days following the event of death or incapacity will be deemed an acceptance made on the last day of the period.

B. If a suitable transferee purchaser is not found within **180** days from the date of Death or Incapacity, we may at our sole option enter into a contract to purchase the Franchise. We will have the right to elect this option by written notice to you (or one or more of your heirs, beneficiaries, devisees or legal representatives) within 60 days of the expiration of the 180-day period. If we elect this option, then the parties will make good faith efforts to agree on a purchase price and payment terms within 10 days after such notice. If the parties cannot agree within the 10-day period, then fair value will be determined by appraisal as provided in Section 7.5 (entitled "Appraisals").

C. If the provisions of this Section 8.2 have not been fulfilled within the time provided, at our option, all rights licensed to you under this Agreement will immediately terminate and revert to us.

7.3 **First Right of Purchase**. You will give us the right of first purchase before soliciting offers from a third party if you choose to sell your franchise business. You agree to notify us in writing if you desire to sell or transfer any interest in you or in your franchised business. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We will elect to exercise our option to purchase within **30** business days after our receipt of your written notification and due diligence information. If we offer you an amount that you do not agree to, you may try to sell to a third party but on no better terms for the purchaser than we offered to you. If you later receive an offer from a third-party purchaser on better terms than we offered to you, you are obligated to re-offer to us pursuant to the subsection entitled "First Right of Refusal". You are obligated before any transfer to a third party to comply with all criteria set forth in the subsections entitled "Sale or Assignment" and "First Right of Refusal." If you do not complete a transaction with a third party within six months, you agree we will again have the right of first purchase before any subsequent contemplated transaction.

We may elect to purchase all of the franchise business regardless of your intent to sell, assign or transfer a lesser interest. We can pay the purchase price in cash up front or 120 equal monthly payments that amortize the principal amount with interest calculated at prime plus 1% as of the date of purchase. The choice of payment type is in our sole discretion.

7.4 **First Right of Refusal**. If you receive a bona fide offer from a third party acting at arm's length to purchase the Franchise, a majority interest in ownership of you, or substantially all of the assets of the Franchise, which offer is acceptable to you or to your owners, we will have the right to purchase at the bona fide price on the same terms and conditions as offered to you. We may substitute cash for any other form of consideration contained in the offer. Our credit will be deemed to be equal to the credit of any proposed purchaser. At our option, we may pay the entire purchase price at closing. Within **6** days after receipt by you of an acceptable bona fide offer, you will notify us in writing of the terms and conditions of the offer. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We

may exercise this right to purchase within **30** days after receipt of notice from you and due diligence information. If the interest which is the subject of the offer involves less than all of the ownership interest, then in our sole option, our right of first refusal will apply to the entire ownership interest. In such case, the consideration to be received, as set forth in the offer shall be divided by the percentage interest subject to the offer and the resulting quotient shall be the price to be paid for the entire ownership interest. Terms and conditions for the purchase of the entire ownership interest shall be as similar to the terms and conditions set forth in the offer as practicable, except for the substitute provisions noted above in this section.

If we do not exercise our right to purchase within the **30** days, you may make the proposed transfer to a third party. The transfer will not be at a lower price or on more favorable terms than disclosed to us. Any transfer will be subject to our prior written permission described in the section entitled "Sale or Assignment," above. If the Franchise is not transferred by you within **6** months from the date it is offered to us, or if any material change is made in the terms of the proposed sale, then you must re-offer to transfer to us before a transfer to a third party.

7.5 **Appraisals**.

7.5.1 This Section 7.5 will apply to any other provisions of this Agreement that require determination of value by appraisal if the parties are unable to agree on value. The fair value of the relevant asset(s) will be determined by a single appraiser selected by you from a list of two appraisers provided by us. Franchisor and Franchisee will equally share the cost of the appraisal. The parties may then present evidence of the value of the relevant asset(s). For purposes of Section 4.3 (entitled "Real Property Security Assignments") and Section 6.5.G.4 (our right to acquire your franchise upon termination or expiration), the appraiser must *exclude* from its decision any amount or factor for the "goodwill" or "going concern" value. For purposes of Section 7.2.B (our right to acquire your franchise upon your Death or Disability), the appraiser may *include* in its decision a factor for the "goodwill" or "going concern" value of the franchise.

7.5.2 Any time within 30 days after receiving the appraiser's decision, at our option we may enter into the transaction at the price determined by the appraiser.

7.5.3 For purposes of Section 6.5.G.4 (our right to acquire your franchise upon termination or expiration) and Section 7.2.B (our right to acquire your franchise upon death or permanent disability or incapacity), terms of payment will be 10% of the purchase price payable upon contract signing, the balance payable in 60 equal monthly payments of principal payments with interest calculated at the prime rate published by our principal bank at time of execution of the purchase contracts. For purposes of Section 4.3 (entitled "Real Property Security Assignments"), fair terms for the lease and purchase payment terms for all related equipment, fixtures, signs, equipment leases and personal property will be determined by the appraiser.

8 INDEMNITY, INSURANCE, CONDEMNATION AND CASUALTY

8.1 **Indemnity**.

8.1.1 Franchisee shall defend, hold harmless and indemnify Franchisor, its officers,

directors, owners, agents, representatives, employees, related companies, and assigns (collectively "***Franchisor Indemnified Parties***") 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 (collectively "***Claims***"), arising directly or indirectly from the establishment or operation of the franchise business, the Franchise Premises, and the acts or omissions (whether or not negligent or wrongful) of Franchisee or of any of Franchisee's manager(s), employees, agents, or representatives in connection with the performance or breach of any obligation under this Agreement. This indemnity applies to Claims alleging that you and we were negligent or otherwise liable. Your indemnification obligation includes claims by your employees under a theory of joint employer liability or similar theories. We will not be liable to you or to any other person because of your act, omission, neglect, or breach. This indemnity will apply to claims that we were negligent or failed to train, supervise or discipline you, and to claims that you, your owners, employees, brokers or your independent sales associates are our employees, agents or part of a common enterprise with us, including claims regarding violations of labor or employment laws or regulations. The obligations under this Section survive the expiration or termination of this Agreement.

Without limiting the generality of the foregoing, you will indemnify us for any loss, cost or expense, including attorney fees, that may be sustained by us because of the acts or omissions of your vendors or suppliers or arising out of the design or construction of the Franchise Premises.

Without limiting the generality of the foregoing, this indemnification will include use, condition, or construction, equipping, decorating, maintenance or operation of the Franchise Premises, including the sale of any food products, service or merchandise sold from the Franchise Premises. Any loss, claims, costs, expenses, damages and liabilities shall include, without limitation, those arising from latent or other defects in the Franchise Premises, whether or not discoverable by us, and those arising from the death or injury to any person or arising from damage to the property of you or us, and our respective agents or employees, or any third person, firm or legal entity.

8.1.2 You will defend us at your own expense in any legal or administrative proceeding subject to this Section. The defense will be conducted by attorneys we approve. Our approval will not be unreasonably withheld. You will immediately pay and discharge any liability rendered against us in any proceeding, including any settlement that we approve in writing. You will not settle any claim against us without our prior written approval. In our sole discretion and upon prior written notice to you, we may settle or defend any claims against us at your expense, including attorney fees that we pay or incur in settling or defending. Promptly upon demand, you will reimburse us for any and all legal and other expenses we reasonably incur in investigating, preparing, defending, settling, compromising or paying any settlement or claim, including monies that we pay or incur in settling or defending such proceeding.

All references in this Agreement that provide that you will indemnify or defend us or that you will name us under any insurance policy will also mean that our affiliates, directors, officers, and employees will be also and equally indemnified, defended or named.

8.2 **Insurance**. Upon commencement of franchise operations, and during the term of

this Agreement, you will obtain and keep in force by advance payment of premium appropriate fire and extended coverage, vandalism, malicious mischief, general liability, and products liability insurance. This insurance will be in an amount sufficient to replace the Franchise Premises and your personal property upon loss or damage. This insurance will be written by a financially responsible insurance company satisfactory to us in accordance with our reasonable standards and specifications. The insurance will include, at a minimum, the following:

A. Comprehensive general liability insurance, including products liability, completed operations, property damage, contractual liability, independent contractors' liability, owned and non-owned and hired automobile coverage, and personal injury coverage with a combined single limit of at least **$1,000,000** (or the amount required by the Franchise Premises landlord if greater), including umbrella coverage.

B. Workers' compensation and employer's liability insurance, and other insurance required by statute or rule of the state in which the franchise is located and operated.

C. Business interruption and lost profit insurance.

D. Employer Practice liability insurance.

E. Employer Practice liability insurance.

F. Animal bailee insurance with reasonable coverage in your discretion or subject to minimum requirements in our Operations Manual (if applicable).

G. Professional liability/errors and omissions insurance for your groomers with reasonable coverage in your discretion or subject to minimum requirements in our Operations Manual (if applicable).

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the Franchise. Your policies of insurance, other than for casualty to the Franchise Premises, will contain a separate endorsement naming us as an additional named insured (unless otherwise provided in our Operations Manual).

The insurance will not be limited in any way because of any insurance we maintain. The insurance will not be subject to cancellation except upon **20** days' written notice to us. Certificates of your insurance policies will be kept on deposit with us. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

All insurance policies you obtain will contain a blanket waiver of the insurer's rights of subrogation in respect of or against us and our officers, agents, employees and representatives; and

will not contain any insured vs. insured exclusion clause but will contain a severability clause providing that each the policy will be treated as though a separate insurance policy had been issued to each named insured.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

If you fail to comply with any of the requirements of this Subsection, we may, but are not obligated to, purchase insurance at your expense to protect our interests. This insurance may, but need not, also protect your interest. The coverage we obtain might not pay any claim you make or any claim made against you. You may later cancel the insurance we obtain by providing evidence that you have obtained proper coverage elsewhere. You are responsible for the cost of any insurance purchased by us pursuant to this paragraph. This coverage may be considerably more expensive than insurance you can obtain on your own and might not satisfy your needs. You will pay us upon demand the premium cost of this insurance with a late payment charge on the unpaid balance at the rate established in this Agreement.

You will promptly report all claims or potential claims against you, the Franchise, or us in writing when you become aware of them. You will give immediate written notice to us of any claims or potential claims you make to your insurers.

We may, at our sole discretion, upon not less than 90 days prior written notice to you, secure a policy of insurance which will provide defined insurance coverage to all or any part of our franchise system. This policy may replace or supplement the insurance coverage you are required to maintain. You will pay the relevant insurance premium to us or the designated insurance provider, as we direct.

Nothing contained in this Agreement will be construed as a representation or warranty by us that the insurance coverage we specify will insure you against all insurable risks or amounts of loss which may or can arise out of or in connection with the operation of your franchise business. It is your sole responsibility to ensure that adequate insurance coverage is obtained for your business.

Your procurement and maintenance of the insurance specified above will not relieve you of any liability to us under any indemnity requirement of this Agreement.

8.3 **Condemnation**. You will give us notice of any proposed taking through the exercise of the power of eminent domain. Notice will be given within **10** days of your first knowledge of the proposed taking. If the Franchise Premises or a substantial part of it is to be taken, the Franchise Premises may be relocated to an area near the Franchise Territory or elsewhere with our prior written approval. The relocated premises may not infringe on the protected rights of any other franchise pursuant to our specifications and contractual obligations and must be legally available pursuant to state franchise registration requirements. Relocation must be completed, and franchise business operations recommenced within a reasonable time after the closing of the initial Franchise Premises (but in any event, within **one** year after closing of the Franchise Premises). The new franchise location will become the Franchise Premises licensed

under this Agreement. If a condemnation takes place and a new franchise location does not open, for whatever reason, then this Agreement will terminate upon **30** days written notice from us to you.

8.4 **Casualty**. If the Franchise Premises is damaged by fire or other casualty, you will expeditiously repair the damage. If the damage or repair requires the closing of the Franchise, you will:

A. continue to pay Royalty and Marketing Contributions based upon the monthly average paid for the preceding **12**-month period or based upon the proceeds of any Business Interruption recovery you receive, whichever is greater,

B. immediately notify us,

C. repair or rebuild the Franchise Premises following our specifications, and

D. re-open the Franchise for continuous business operations when practicable (but in any event, within **one** year after closing of the Franchise Premises). You will give us not less than **30** days advance notice of the date of reopening.

If the Franchise Premises does not re-open within **one** year, this Agreement will terminate upon **30** days written notice from us to you.

8.5 **Proceeds from Insurance or Recovery**. Subject to Section 8.4, above, the proceeds from any business interruption insurance or eminent domain recovery you receive will be included in Revenue.

9 NOTICE AND MISCELLANEOUS

9.1 **Notices**. All notices required by this Agreement will be in writing. They may be sent by certified or registered mail, postage prepaid and return receipt requested. They may be delivered by Federal Express, or other reputable air courier service, requesting delivery with receipt on the most expedited basis available. Notices will be delivered to you at the Franchise Premises, to us at our headquarters or to other locations specified in writing.

Notices may be delivered and receipted to you personally at any location.

Notices sent by certified or registered mail will be deemed to have been delivered and received **3** business days following the date of mailing. Notices sent by Federal Express, or other reputable air courier service will be deemed to have been received **1** business day after placement requesting delivery on the most expedited basis available.

9.2 **Business Name**. You will execute any documents we may from time to time direct, to be retained by us until this Agreement ends, to evidence that you abandon, relinquish, and terminate your right or interest you may claim in or to the Marks and related business name(s).

9.3 **We and You Are Not Joint Venturers, Partners, or Agents**.

A. Independent Contractor Relationship. You are and will remain an independent contractor. You and we are not and will never be considered joint venturers, partners, employees, or agents one for the other. Neither will have the power to bind nor obligate the other except as otherwise outlined in this Agreement. No representation will be made by either party to anyone that would create any apparent agency, employment, or partnership. Each will hold the other safe and harmless from each other's debts, acts, omissions, liabilities, and representations. You acknowledge that you are not in a fiduciary relationship with us.

B. Display. In all public and private records, documents, relationships, and dealings, you will show that you are an independent owner of the Franchise. You will prominently indicate on your letterheads and business forms that you are our licensed franchisee by using language saying that you operate an independently owned Franchise. You will prominently display, by posting of a sign within public view, on or in the Franchise Premises and on any delivery vehicles that you use, a statement that clearly indicates that your franchise business is independently owned and operated by you as a franchisee and not as our agent.

C. Your Employees.

1. You will control your own employees and contractors. We shall not have the power to hire, fire, direct, supervise, or discipline your employees.
2. You are solely responsible for setting work schedules for your employees.
3. You will maintain employee records to show clearly that you and your employees are not our employees.
4. You must comply with federal and state labor laws. For example, you must comply with wage and hour laws and pay your employees properly.
5. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits.
6. You must indemnify and hold us legally harmless from any of your violations of federal or state labor laws or similar laws. You acknowledge that you have had ample opportunity to investigate these and other laws applicable to your business with your own independent legal counsel before signing this Agreement.
7. You must place a prominent, boldface statement at the top of your employee applications that the applicant is applying to work for you, not for us. We do not provide sample employment applications for your use with your employees. You should acquire such forms from independent sources of your choice.
8. You must display your entire business entity's name, not just the

licensed brand, on your payroll checks.

9. We will not post job openings at your Franchise on our website or otherwise. We will not coordinate the sharing of employees among franchisees.

9.4 **Waiver**. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

Any waiver of any provision of this Agreement must be set forth in writing and signed by the party granting the waiver. Any waiver we grant will not prejudice any other rights we may have and will be subject to our continuing review. We may revoke any waiver, in our sole discretion, at any time and for any reason, effective upon delivery to you of **10** days prior written notice of revocation. Customs or practices of the parties in variance with the terms of this Agreement will not constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Our delay, waiver, forbearance, or omission to exercise any power or rights arising out of any breach or default by you of any of the terms, provisions, or covenants of this Agreement, will not affect or impair our rights and will not constitute a waiver by us of any right or of the right to declare any subsequent breach or default. Our subsequent acceptance of any payment due to us will not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

By written notice, we unilaterally may waive any obligation of you, your owners, or the Guarantors.

Our consent, whenever required, may be arbitrarily withheld if you are in breach of this Agreement.

9.5 **Time Is of the Essence**. Time and strict performance are of the essence of this Agreement. ("Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this Agreement, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)

9.6 **Documents**. You and your partners, shareholders, members, officers, and owners agree to execute and deliver any documents that may be necessary or appropriate during the term and upon expiration or termination of this Agreement to carry out the purposes and intent of this Agreement.

Any material violation or breach of any of these documents or of any other Franchise or related agreement between the parties will be a material violation of this Agreement and of all the other documents and agreements. The non-breaching party may enforce or terminate this Agreement and any or all of the other documents and agreements as provided for enforcement or termination of this Agreement.

If you are a partnership, all general partners will sign the documents. If you are a corporation or

limited liability company or other entity, all shareholders or members and all officers will personally guarantee your faithful performance.

9.7 **Construction**.

A. Entire Agreement. This document, including any exhibits attached to this Agreement and the documents referred to in this Agreement, will be construed together and constitute the entire agreement between the parties. It supersedes all prior or contemporaneous agreements, understandings, communications and negotiations, whether written or oral, with respect to the subject matter of this Agreement. There are no other oral or implied understandings between the parties with respect to the subject matter of this Agreement. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document that we delivered to you. Except as expressly and otherwise provided in this Agreement, this Agreement may not be modified, nor may any rights be waived or abridged, orally or by course of dealing, but only by a written instrument signed by the parties. The words "***this Agreement***" include any future modifications unless otherwise suggested by the context. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a vice president at our home office by an instrument in writing.

No previous communications, negotiations, course of dealing or usage in the trade not specifically set forth in this Agreement will be admissible to explain, modify, or contradict this Agreement. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party will have the right to claim the benefit of any provision of this Agreement as a third-party beneficiary of that provision.

B. Format. All words in this Agreement include any number or gender as the context or sense of this Agreement requires. The words "will" and "must" used in this Agreement indicate a mandatory obligation. This Agreement has been prepared in the "you/we" format to simplify it and to facilitate our compliance with state and federal franchise disclosure laws. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement will specifically not be applicable to the interpretation of this Agreement.

C. Captions and Headings. All captions and headings are for reference purposes only and are not part of this Agreement. The recitals set forth in this Agreement are specifically incorporated into and constitute a part of the terms of this Agreement. If there is any typographical, word processing, printing or copying error in this Agreement, the error will be interpreted and corrected consistent with the following order of interpretation:

1. The content and expressed intent and exhibits of our Franchise Disclosure Document(s) previously delivered to you.
2. The content and expressed intent of franchise agreements we have executed with our other franchises reasonably contemporaneous to this Agreement.

D. Severability. If, any part of this Agreement is declared invalid, that declaration will not affect the validity of the remaining portion which will remain in full force and effect as if this Agreement had been executed with the invalid portion omitted. The parties declare their intention

that they would have executed the remaining portion of this Agreement without including any part, parts, or portions which may be declared invalid in the future. Provided, however, that if we determine that the finding of invalidity materially and adversely affects the basic consideration of this Agreement, we may, at our option, terminate this Agreement.

E. Implied Covenants. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. If applicable law implies such a covenant, the parties acknowledge and agree that:

A. This Agreement (and the relationship of the parties which is inherent from this Agreement) grants us the discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests;

B. We will use our business judgment in exercising our discretion based on our assessment of our own interests and balancing those interests against the interests of the owners of our other franchised, company-owned and affiliate-owned businesses generally and specifically without considering the individual interests of you or any other particular franchisee;

C. We will have no liability to you for the exercise of our discretion in this manner, so long as our discretion is not exercised in bad faith toward you; and

D. In the absence of bad faith, no trier of fact in any judicial or arbitration proceeding will substitute its judgment for the business judgment we exercise.

F. Joint and Several. The liability of you and your owners, shareholders, members or partners will be both joint and several. If, at any time during the term of this Agreement, you consist of two or more persons (whether acting in partnership or otherwise and whether or not all have signed this Agreement), the rights, privileges and benefits granted to you in this Agreement may only be exercised and enjoyed jointly; and your obligations, liabilities and responsibilities under this Agreement will be joint and several obligations of each such person. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.

G. Definition of "Including." In this Agreement, *including* means "including but not limited to" unless expressly stated otherwise.

9.8 **Enforcement and Dispute Resolution**.

A. Disputes. The mediation and arbitration (if applicable) provisions of this

Agreement do not apply to controversies, disputes, or claims related to or based on (1) improper use of the Marks [including those based on the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.)] or any of the Franchisor's other intellectual property; (2) the violation of any of the restrictive covenants in this Agreement by Franchisee or any related entity or individual, which include but are not limited to restrictive covenants under the following sections of this Agreement: Section 5.6 (entitled "You Will Not Communicate Confidential Information"), Section 5.7 (entitled "Conflicting or Competing Interests") and Section 6.8 (entitled "Post-Term Non-Competition Covenant"); or (3) your monetary and payment obligations under this Agreement. The mediation and arbitration (if applicable) provisions of this Agreement shall apply to all other controversies, disputes, or claims between the parties (and/or their respective affiliates, owners, officers, directors, LLC managers, agents, guarantors, and/or employees) arising out of or related to: (a) this Agreement or any other agreement between Franchisee and Franchisor; (b) the franchise relationship between Franchisor and Franchisee; (c) the offer and sale of the Franchise; (d) the validity of this Agreement or any other agreement between Franchisee and Franchisor; or (e) any System standard (referred to herein as "***Disputes***").

B. Mediation. If a dispute arises between the parties, before taking any other legal action, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by Arbitration Service of Portland, Inc. under its commercial mediation procedures (or of any similar organization that specializes in the mediation of commercial business disputes). The Parties agree to equally share the costs of mediation. The party demanding mediation must provide written notice to the other party of the demand for mediation. If the other party does not respond to the mediation demand within 30 days of written notice, or indicates a refusal to participate in mediation, then the party providing notice may proceed with other forms of dispute resolution. The parties agree to equally share the costs of mediation. Injunctive relief and or claims of specific performance sought pursuant to or authorized by this Agreement, are not subject to, nor can be avoided by, the mediation terms of this Agreement, and may be brought in any court of competent jurisdiction.

C. Arbitration. If the parties are unable to resolve a Dispute by mediation as provided above, then such Disputes are subject to binding arbitration. The following provisions will apply to such arbitration:

1. Arbitration will be administered by Arbitration Service of Portland, Inc. in accordance with its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration will be before a single arbitrator. The arbitrator will be required to have at least five years of experience in franchise law.

2. The arbitrator will have power and jurisdiction to decide the controversy or dispute solely according to the express provisions of this Agreement. The arbitrator may not alter, amend, delete, or add to the provisions of this Agreement by implication or otherwise. In any arbitration the parties will be entitled to injunctive relief or specific performance of the obligations of the other. The arbitrator will determine the prevailing party for purposes of the subsection entitled "Attorney Fees" below and may make a percentage award of reimbursable fees and

expenses.

3. The provisions of this Section will be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any of the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law. Notwithstanding any provision of this Agreement relating to the laws under which this Agreement will be governed by and construed under, all issues relating to its appropriateness for arbitration or the enforcement of the agreement to arbitrate contained in this Agreement will be governed by the Federal Arbitration Act (9 U.S.C. §_1 et seq.) and the federal common law of arbitration.

D. Injunctive Relief and Specific Performance. Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any term or covenant of this Agreement. Nothing contained in this Agreement will bar us or you to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause you or us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Without limiting the generality of the foregoing, the provisions of this Section 9.8 will not limit our right to seek and obtain any provisional or final remedy, including, but without limitation, injunctive relief, an order for payment of any monies due and owing by you, an order for recovery or delivery up of possession, or for specific performance, or similar relief, from any court of competent jurisdiction, as may be necessary in our sole judgment to protect the Marks and the Method of Operation and our confidential information and property rights, to enforce the restrictive covenants of this Agreement, to enforce our contractual rights, and to protect against actual or threatened conduct that on balance would cause or be likely to cause loss or damage if allowed to continue pending completion of an arbitration proceeding.

E. Governing Law. You acknowledge that we have appointed and intend to appoint many franchisees on terms and conditions similar to those set forth in this Agreement. It mutually benefits those franchisees, you and us if the terms and conditions of these license agreements are uniformly interpreted. This Agreement is accepted by us in the State of Oregon. This Agreement and the relationship between the parties will be interpreted under the laws of the State of **Oregon**. Any dispute between you (or your officers, directors, shareholders, members, partners or other owners) and us, whether arising under this Agreement or from any other aspect of the parties' relationship, will be governed by and determined in accordance with the substantive laws of the State of Oregon, without regard to Oregon choice of law provisions. Following are exceptions to this governing law provision:

1. Oregon laws will not prevail to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.).
2. Any law of the State of Oregon that regulates the sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.
3. No antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law statute, law or regulation of Oregon or any other state is

intended to be made applicable to this Agreement unless it would otherwise apply absent this paragraph.

The foregoing will not be construed as a waiver of any of your rights under any applicable franchise registration, disclosure or relationship law of another territory, state or commonwealth.

Any portion of this Agreement that requires enforcement in any other state and is enforceable under the laws of that state but not of Oregon, will be construed and enforced according to the laws of that state.

F. Venue. The parties have negotiated regarding a venue in which to resolve any disputes arising between them and have agreed to select a venue in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving you (or your officers, directors, shareholders, members, partners or other owners) and us, the parties agree that all issues or disagreements between them will be mediated, arbitrated, tried, heard, and decided in **Washington County**, **Oregon** which you agree is the most convenient venue for these purposes. You acknowledge and agree that this location for venue is reasonable and the most beneficial to the needs of, and best meets the interest of, all of the members of our franchise system.

G. Additional Remedies. You recognize the unique value and secondary meaning attached to the Method of Operation, the Marks and our standards of operation and trade practices. You agree that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the Method of Operation or the Marks will cause irreparable damage to us and our franchisees. You agree that if you engage in any unauthorized or improper use, during or after the period of this Agreement, we will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by laws.

No right or remedy conferred upon us is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.

We may employ legal counsel or incur other expense to collect or enforce your obligations or to defend against any claim, demand, action or proceeding because of your failure to perform your obligations. Legal action may be filed by or against us and that action or the settlement of it may establish your breach of this Agreement. If either event occurs, we may recover from you the amount of our reasonable attorney fees and all other expenses we incur in collecting or enforcing that obligation or in defending against that claim, demand, action or proceeding.

During the pendency of any breach by you under this Agreement, in additional to other rights granted to us by this Agreement and available pursuant to applicable law and equity, we will have the right to (1) suspend our performance of any of our obligations under this Agreement including, without limitation, the supply of any products or services for which we are an approved supplier; (2) direct our designated and approved suppliers to stop supplying products and services to you; and/or (3) cut off your access to software and other services we provide, designate, or make available to you.

You agree that the existence of any claims you may have will not constitute a defense to the enforcement by us of any of the confidentiality requirements and covenants not to compete described in this Agreement. You acknowledge that any violation of the confidentiality requirements and covenants not to compete would result in irreparable injury to us for which no adequate remedy at law may be available and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete.

You agree that each of the confidentiality requirements and covenants not to compete described in this Agreement will be constructed as independent of any other covenant or provision. If all, parts or any portion of any covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in this Agreement. Each of the covenants described in this Agreement is a separate and independent covenant in each of the separate counties and states in the United States in which we transact business. To the extent that any covenant may be determined to be judicially unenforceable in any county or state, that covenant will not be affected with respect to any other county or state. You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any of covenants, confidentiality requirements or covenants not to compete set forth in this Agreement that apply to you or to any other of our franchisees. We may do so without your consent, effective immediately upon your receipt of written notice. You agree that you will comply with any covenant that pertains to you as we so modify it.

You acknowledge we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of any part of this Agreement that relates to the confidentiality or protection of confidential information and trade secrets or your covenants to not compete against us or our franchise system or your threats or attempts to do so. For this reason, under those circumstances, we, in addition to and without limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that your violation of any confidentiality or non-competition covenants will entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the confidentiality and non-competition covenants contained in this Agreement and that we are entitled to require you to comply with these covenants. Those covenants will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

H. Attorneys' Fees. The prevailing party in any arbitration, insolvency proceeding,

bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorneys' fees and previously incurred mediator fees. These will be set by the arbitration, proceeding or court, including costs and attorney fees on appeal or review from the arbitration, proceeding, suit, or action. "***Prevailing party***" means the party who recovers the greater relief in the proceeding.

9.9 **Other Agreements**. If you or any of your shareholders, partners, or officers violate any material provision of any other franchise or similar agreement with us, that breach will be considered a breach of this Agreement and of the other agreements. We then may terminate or otherwise enforce this Agreement and the other agreements.

9.10 **Agreement Binding on Successors and Assigns**. This Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

9.11 **Counterparts; Electronic Signatures**. This Agreement will be binding upon you at the time you sign it and deliver it to us. This Agreement will not be binding upon us until we accept it in writing by one of our principal officers at our home office. If we do not accept it within **60** days, this Agreement will no longer be binding upon you. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original. Execution of this Agreement via DocuSign or other reputable e-signature services shall constitute valid and legally binding execution.

9.12 **Approval by Shareholders, Members or Partners**. If you are a corporation, limited liability company, partnership or other entity, we will not be bound until your shareholders, members or partners read and approve this Agreement, agree to the restrictions on them (including restrictions on the transfer of their interest in the Franchise and the restrictions and limitations on their ability to compete with us), and jointly and severally guarantee your performance under this Agreement. We may request a copy of the Resolution approved by your partners, members, shareholders, owners or directors as confirmation of your fulfillment of this requirement and authorizing your execution of this Agreement. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document.

Your ownership certificates will have conspicuously endorsed upon them a statement that they are subject to, and that further assignment or transfer of them is subject to, the restrictions imposed upon assignments by this Agreement.

9.13 **Personal Guarantee**. If applicable, the undersigned Guarantors are all of your partners, members, shareholders or owners. Each of the undersigned Guarantors personally, jointly, severally, irrevocably, and unconditionally (a) guarantees to the Franchisor, and its successor and assigns, for the term of the Agreement (including any renewal terms) and as provided in the Agreement, that the Franchisee will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and its exhibits, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including but not limited to the

provisions related to confidentiality and non-disclosure of confidential information, non-competition, monetary obligations, dispute resolution, and indemnification.

Each Guarantor agrees to guarantee us against all liability, loss, harm, damage, costs, and expenses (including attorney fees) that we may incur because of your failure to observe your obligations. The liabilities and obligations of each Guarantor will not be released, discharged, or affected by our release or discharge of or dealing with you under any of these agreements; or by anything we do, suffer, or allow to be done in relation to you; or by change, alteration, or modification of any of the agreements; or by any compromise, arrangement, or plan of reorganization affecting you; or by your bankruptcy or insolvency; or by any other act or proceeding in relation to you or any of the agreements by which any Guarantor might otherwise be released. The liabilities and obligations of each Guarantor pursuant to this Guarantee will be continuing in nature and will terminate only on the satisfaction of your obligations under this Agreement. A fresh cause of action will arise in respect of each breach by you producing a liability of any Guarantor.

The Guarantors agree that it shall not be necessary for us or our assigns to institute suit or exhaust our legal remedies against you in order to enforce this guaranty. Guarantors agree that we may from time to time extend the time for performance or otherwise modify, alter, or change this Agreement, may extend the time for payment of all sums guaranteed, and may receive and accept notes, checks, and other instruments for the payment of money made by you and extensions or renewals without in any way releasing or discharging Guarantors from their obligations. This guaranty shall not be released, extinguished, modified, or in any way affected by our failure to enforce all the rights or remedies available to it under this Agreement. Our release of one or more Guarantor will not operate as a release of the other Guarantors.

9.14 **Security Interest**. Subject to applicable state law, you grant to us a security interest in all tangible and intangible assets of the Franchise (and products and proceeds of them) as security for your obligations under this Agreement. You agree that we may prepare and file all instruments or documents necessary to consummate or perfect any such security interest, including a UCC Financing Statement. Upon request, you will execute and file such instruments or documents as needed. You acknowledge that we may file a copy of this Agreement as a financing statement for that purpose.

9.14 **Representations and Acknowledgements**.

A. **Receipt of Disclosure Documents**. You acknowledge that you have received our Franchise Disclosure Document at the earlier of (1) the first personal meeting with us (if required by any applicable franchise laws in your state); or (2) 14 calendar days before signing any franchise or related agreement or making any payment with the franchisor or an affiliate in connection with the franchise sale (10 business days if required by any applicable franchise laws in your state). In addition, you acknowledge either:

1. receipt of this Agreement containing all substantive terms at the time of delivery of the Franchise Disclosure Document; or

2. if we unilaterally or materially altered the terms and conditions of our standard

franchise agreement or any related agreements attached to the Franchise Disclosure Document, you acknowledge that you received a complete and final copy of this Agreement and its exhibits not less than **7** calendar days before you signed this Agreement.

B. **You Have Read and Understand this Agreement**. You acknowledge that you have had ample opportunity to read and have read this Agreement and our Franchise Disclosure Document. You understand and accept the terms, conditions and covenants contained in this Agreement. They are necessary to maintain our high standards of quality, service and uniformity at all franchises. They protect and preserve the goodwill of the Marks and the confidentiality and value of the Method of Operation. You have received advice from advisors of your own choosing regarding all pertinent aspects of this Franchise and the franchise relationship created by this Agreement. You also acknowledge that you believe you have made a good decision for yourself or your partners or your corporation based upon what you believe is your ability to run and control a business of your own.

C. **Varying Forms of Agreement**. You are aware that some present and future franchisees in our franchise system may operate under different forms of agreement and, consequently, that our obligations and rights in respect to our various present and future franchisees may differ materially in certain circumstances.

D. **Speculative Success**. The success of your franchise is speculative and depends, to a large extent, upon your ability as an independent businessperson. You recognize that the business venture contemplated by this Agreement involves business risks. We do not make any representation or warranty, express or implied, as to the potential success of the Franchise.

E. **Independent Investigation, No Projections or Representations**. You acknowledge that you have entered this Agreement after conducting an independent investigation of us and of the Franchise. Your success will be dependent upon your ability as an independent businessperson. You have not relied upon any representation as to gross revenues, volume, cost savings, potential earnings or profits which you in particular might realize. Except as outlined in Item 19 of our Franchise Disclosure Document, we expressly disclaim the making of, and you acknowledge that you have not received, any representation, warranty, or guarantee, express or implied, concerning the potential revenues, cost savings, volume, profits, or success of the business venture contemplated by this Agreement. You acknowledge that neither we, nor any of our officers, directors, shareholders, employees, agents or servants, made any other representation about the business contemplated by this Agreement or that are not expressly set forth in this Agreement or our Franchise Disclosure Document to induce you to accept this Franchise and execute this Agreement. Any oral representations made by our representatives to you, whether or not set forth in earlier versions of our standard form franchise agreement, have either been ratified by us by including the representations in this document or have been disavowed by excluding them from this Agreement.

F. **No Review of Business Plans, Loan Applications**. Prior to your execution of this Agreement, we have not given you any advice or review of any of your business plans or third-

party loan applications related to your purchase of and proposed operation of the franchise. We do not receive or review business plans and loan applications before a franchisee signs the relevant franchise agreement. We have strongly recommended that you retain and work with your own independent accountant and financial advisors to fully review all financial aspects of your potential franchise investment for you. You acknowledge that we will not provide financial assistance to you and that we have made no representation that we will buy back from you any products, supplies, or equipment you purchase in connection with your franchise.

G. **Your Location and Market Area**. You acknowledge that we will not provide or designate locations for you. You have investigated the potential of the market area in which you are to establish and operate your franchise business and the laws and regulations applicable thereto (or will do so if you have not yet found a Franchise Premises). You agree and represent that that market area is reasonable, the Franchise Premises will be suitable for the operation of a Franchise, and the Initial Franchise Fee represents fair consideration for the opportunity to establish and operate a Franchise.

H. **Health and Full-Time Participation**. You acknowledge that the Franchise involves hard work and sometimes long hours, similar to most small businesses that are owner operated. We have not represented that this business is going to be easy for you, your partners, officers or directors. You or your majority owner if you are a corporation, limited liability company or partnership, must actively participate in the daily affairs of the business. You represent that you or your majority owner are in good health and able to devote your full time and best efforts in the day to day operations of your franchised business or that you have the business management skills necessary to successfully hire a general manager to run the day to day operations of your franchised business.

I. **Terrorism, Convictions, Immigration Status**. Neither you, nor your spouse, nor your children, nor your parents, nor anyone who has an interest in or who will manage the franchise, nor any of your partners or affiliates:

1. supports terrorism,
2. provides money or financial services to terrorists,
3. receives money or financial services from terrorists or institutions that support terrorists
4. is engaged in terrorism, or
5. is on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of "Specially Designated Nationals" and "Blocked Persons" under the "USA Freedom Act" or its successors.

Neither you nor any of these persons has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with and travel to the United States to fulfill your obligations under your agreements with us.

J. **We May Investigate**. We may conduct investigations and make inquiries of any person or persons we, in our reasonable judgment, believe appropriate concerning the credit standing, character, and professional and personal qualifications of you and your owners, shareholders, members and partners. You authorize us to conduct these investigations and to make these inquiries. We agree to comply with the requirements of laws that apply to these investigations and inquiries.

K. **Investigate Applicable Laws**. You acknowledge that you have had ample opportunity to investigate laws applicable to your business with your own independent legal counsel before signing this Agreement.

L. **NO REPRESENTATIONS, PROJECTIONS, OR WARRANTIES**. WE HAVE NOT MADE ANY REPRESENTATIONS, PROMISES, GUARANTEES, PROJECTIONS, OR WARRANTIES OF ANY KIND TO YOU, YOUR OWNERS, OR THE GUARANTORS TO INDUCE THE EXECUTION OF THIS AGREEMENT OR CONCERNING THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN WRITING IN THIS AGREEMENT AND IN OUR FRANCHISE DISCLOSURE DOCUMENT THAT WE DELIVERED TO YOU. YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PARTY HAS GUARANTEED YOUR SUCCESS IN THE BUSINESS CONTEMPLATED BY THIS AGREEMENT.

Without limiting the generality of the foregoing, you acknowledge that we have not guaranteed that you will derive income from the Franchise that exceeds the price you paid for the Franchise; or that we will refund all or part of the price you paid for the Franchise, or repurchase any of the products, equipment, supplies or chattels supplied by us (as applicable), if you are unsatisfied with the Franchise.

10 SIGNATURES

IN WITNESS, the parties have executed this Agreement on the day and year first above written.

("we/us"): **NPM FRANCHISING, LLC** (jointly and severally "you"):

By: _____

Title: _____

By:_____
_____, an individual

By: _____

Title: _____

IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ENTITY: THIS AGREEMENT MUST BE SIGNED BY A COMPANY OFFICER, DIRECTOR OR OWNER AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY. ADDITIONALLY, THE AGREEMENT MUST BE SIGNED BY ALL OFFICERS AND OWNERS OF THE COMPANY AS INDIVIDUALS.

The undersigned officer _____ being the _____ of _____, pursuant to authority granted to him at a duly called meeting of such company on the ____ day of _____, 20____, executes this instrument, by signing the name of the company, as an officer.

("we/us"): **NPM FRANCHISING, LLC** ("you"):

By: _____ By: _____
Name: _____ Name: _____

Title: _____ Title: _____

SIGNATURES OF INDIVIDUALS:

Signed: _____

Name: _____

Signed: _____

Name: _____

IF YOU ARE A PARTNERSHIP: THIS AGREEMENT MUST BE SIGNED BY ALL GENERAL PARTNERS. THE AGREEMENT MUST ADDITIONALLY BE SIGNED BY ALL GENERAL PARTNERS, AS INDIVIDUALS.

The undersigned partner, _____, being a General Partner authorized to execute this Agreement on behalf of the partnership, executes this instrument by signing the name of the partnership by himself, as general partner of the partnership.

("we/us"): **NPM FRANCHISING, LLC** ("you"):

By: _____ By: _____
Name: _____ Name: _____

Title: _____ Title: _____

SIGNATURES OF INDIVIDUALS:

Signed: _____

Name: _____

Signed: _____

Name: _____

FRANCHISE AGREEMENT
EXHIBIT 1

TYPE OF FRANCHISE AND PRIMARY MARK(S)

Below we have indicated the type of franchise granted to you by the Franchise Agreement (we will check the appropriate blank):

Type of Franchise	**Franchisor will check the appropriate blank**
EarthWise Pet® franchise	_____
Dee-O-Gee® *by EarthWise Pet*® franchise	_____
GroomBar™ *by EarthWise Pet*® franchise	_____

FRANCHISE AGREEMENT
EXHIBIT 2

FRANCHISE PREMISES AND FRANCHISE TERRITORY
(STANDARD FRANCHISE)

1) **FRANCHISE TERRITORY**: The Franchise Territory is defined as:

[Three driving miles radius from the center of the Franchise Premises.]

[One-eighth driving mile radius from the center of the Franchise Premises if in an urban downtown location.]

[If a portion of this driving mile area has previously been assigned, then the Franchise Territory will be less than the specified driving miles as more specifically described below: _____.]

[Attached is a map delineating the Franchise Territory.]

2) **FRANCHISE PREMISES**: The Franchise Premises is or will be located at the following address. *[If not known at the time of signing the Franchise Agreement, then the following blank will be completed by the Franchisor once the Franchise Premises has been selected by the Franchisee and approved by the Franchisor.]*

_____.

3) **SEARCH AREA**: If either the Franchise Premises or the Franchise Territory has not been determined when this Agreement is executed, you are responsible for selecting the site for your Franchise Premises within the following "***Search Area***":_____. Franchisor does not grant territorial protections or exclusivity in the Search Area. Franchisor does grant certain territorial protections in the Franchise Territory as described in each Franchise Agreement.

4) **MISCELLANEOUS**: The Franchise Territory and your Franchise Premises must be in the United States of America, legally available pursuant to state and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

Except as specifically outlined or forbidden in the relevant Franchise Agreement, there are no understandings oral or written concerning the future placement of stores by any party and concerning any territory protections granted to you.

FRANCHISE AGREEMENT
EXHIBIT 3

MULTIPLE FRANCHISE PURCHASE ADDENDUM

(To be Used if Franchisee Purchases Multiple Franchises Simultaneously)

The undersigned parties are simultaneously signing *[#]* franchise agreements (in this Addendum, each is referred to as a "Franchise Agreement" or collectively as the "Franchise Agreements") and corresponding Multiple Franchise Purchase Addenda (including this Franchise Agreement and this Multiple Franchise Purchase Addendum) as part of a multiple franchise purchase. [The franchise territories for the *[#]* franchises are the city limits as of _____, 20__ for the following cities in the state of _____: _____; _____; _____; _____ and _____.]

The following additional provisions are agreed to by the parties with respect to the attached Franchise Agreement of which this Addendum is a part. In the event of conflict, the provisions of this Addendum supersede the corresponding provisions of the Franchise Agreement.

1. Search Area. You are responsible for selecting the site for each Franchise Premises, subject to our approval, within the following "Search Area": _____. Franchisor does not grant territorial protections or exclusivity in the Search Area. Franchisor does grant certain territorial protections in the Franchise Territory as described in each Franchise Agreement.

2. Initial Franchise Fees. For the franchises you are purchasing simultaneously from us, you are paying the Initial Franchise Fees in compliance with one of the following two options *(we will check the appropriate blank)*:

_____ 50% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees within 30 days of signing the Franchise Agreements; *or*

_____ 70% of the collective total of the Initial Franchise Fees upon signing the Franchise Agreements and the balance of the Initial Franchise Fees paid in installments as follows:

Equal monthly installments, including interest at the rate of 15% per annum, amortized from the date the Franchise Agreements are signed until the date of the deadline for opening your last franchise per the Development Schedule. The first installment would be due 30 days after the Franchise Agreements are signed. Subsequent installments would be due each month

thereafter until the date of the deadline for opening your last franchise per the Development Schedule (and until the unpaid balance, including interest, has been paid). This installment schedule would be subject to a pre-payment penalty of 10% of the amount then-due at the time of pre-payment. These obligations would be represented by a promissory note (in the form attached hereto) to be made and delivered by you within 30 days of signing the Franchise Agreements.

The Initial Franchise Fee established in Section 2.1 of the Franchise Agreement is $_____. **$**_____ has been paid upon execution of the Franchise Agreement. The balance of the Initial Franchise Fee will be paid as described above.

[3. Initial Training Fee. You must pay the standard Initial Training Fee (for the type of franchise you are purchasing) for the first franchise you purchase (and for additional franchises if you elect to have a manager attend our Initial Training Program). For your second or any additional franchises, you must pay us a Training Fee of $8,500 (for an EarthWise Pet or Dee-O-Gee franchise or $5,000 for GroomBar franchise) at the time the training is scheduled. Check the appropriate blank:

_____ You have paid the standard Initial Training Fee (for the type of franchise you are purchasing) upon executing this Franchise Agreement because it represents your first franchise (or because you have elected to have a manager attend our Initial Training Program).

_____ You will pay the discounted Training Fee upon scheduling the training because it represents an additional franchise.]

[4. Weekly Royalty Fee. The Weekly Royalty Fee is reduced to 4% of your Gross Revenue if you are simultaneously purchasing three or more franchises from us. If you fail to meet your Development Schedule or we otherwise terminate the Multiple Franchise Purchase Addendum for cause, then the Weekly Royalty Fee will increase to 5% from that point forward for your then-current and future outlets developed or to be developed pursuant to this Addendum.]

5. Franchise Premises and Territory. The store site for each franchise must be in the relevant territory, legally available pursuant to state and federal franchise disclosure and registration laws and pursuant to our commitments to our franchisees, and in compliance with our franchise placement, market development and demographic criteria.

Except as specifically outlined or forbidden in the relevant franchise agreements, there are no understandings oral or written concerning the future placement of stores by any party and concerning any territory protections granted to you.

6. Development Schedule. You will commence in good faith to perform your obligations under the relevant franchise agreements and commence full and continuous operation

of the relevant franchise premises within the following time periods after execution of this Agreement (the "Development Schedule"):

Franchise Number	**Deadline for Opening**	**Cumulative Number of Franchises to Be Open and in Operation No Later than the Opening Deadline**
1	Within 18 months of signing Multiple Franchise Purchase Addendum	1
2	Within 36 months of signing Addendum	2
3	Within 48 months of signing Addendum	3
4	Within 54 months of signing Addendum	4
5 and thereafter	Additional 6 months thereafter for each franchise	5, 6, 7, etc.

In the event that you do not comply with the Development Schedule, we will have the right to terminate any of your franchise agreements representing franchises that have not yet opened for business. Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control (not including financial circumstances) will be excused for a period of time that we deem reasonable under the circumstances.

7. Default and Termination. The parties have executed a number of franchise agreements contemporaneously with this Agreement as part of a multiple franchise purchase. Any material violation or breach of any such agreement, or of any other franchise agreement between the parties or of any other agreement between the parties related to the franchise system will be deemed a material violation of this Agreement, of all such other franchise agreements, and of all such other agreements. The non-breaching party then will be entitled to enforce the penalties of or to terminate this Agreement and any or all of such other franchise agreements and such other agreements as provided in this Agreement for enforcement or termination.

("we/us"): **NPM FRANCHISING, LLC** ("you"):

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

SIGNATURES OF INDIVIDUALS:

Signed: _____

Name: _____

Signed: _____

Name: _____

FORM OF PROMISSORY NOTE

(To be Used if Franchisee Will Pay Installment Payments Per the Multiple Franchise Purchase Addendum)

$_____ **_____ ___, 20___**

Portland, Oregon

FOR VALUE RECEIVED, _____, a *[State] [Type of Entity]*, and _____, an individual, and _____, an individual (jointly and severally "Maker") promises to pay to the order of **NPM Franchising, LLC**, a Washington Limited Liability Company ("Holder") the principal sum of ***[$_____]*** in lawful money of the United States. Interest will be paid on the principal amount at the rate of ten percent (10%) per annum from the date of this promissory note (this "Note") until paid. Principal and interest will be paid in monthly installments of not less than **$_____** on or before the _____ day of each month for _____ months commencing _____, 20___ until the entire principle balance and accrued interest has been paid. There is a pre-payment penalty of ten percent (10%) of the total amount then due.

If any payment due pursuant to this note is not made when due, then Holder may provide written notice to Maker of its intent to call due the entire indebtedness represented by this note. If Maker does not pay the past due payment within five days of receipt of this written notice from Holder, then the entire indebtedness represented by this note will become due and payable and thereafter will bear interest at the rate of eighteen percent (18%) per annum, provided such interest rate will not exceed the maximum rate permitted by law. Failure or delay of Holder to exercise this option will not constitute a waiver of the right to exercise the option in the event of subsequent default or in the event of continuance of any existing default after demand for the performance of the terms of this note.

The undersigned will pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder without suit or action in attempting to collect funds due under this note. In the event an action is instituted for the collection of this note, the prevailing party will be entitled to recover, at trial or on appeal, such sums as the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements.

The undersigned and its successors and assigns hereby waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of payment on any part of this note may be extended by Holder without otherwise modifying, altering, releasing, affecting, or limiting its liability.

This Note will be construed under and in accordance with the laws of the state of Oregon, without giving effect to any rules governing the conflicts of law. All issues or disagreements relating to this Note will be mediated, arbitrated, tried, heard, and decided in Washington County, Oregon.

"Maker" (jointly and severally):

_____

By: _____

Title: _____

Print Name: _____

Signature: _____

Personally

Print Name: _____

Signature: _____

Personally

FRANCHISE AGREEMENT
EXHIBIT 4

FRANCHISE PREMISES LEASE AGREEMENT RIDER

THIS RIDER has been entered this ____ day of _____, 20____. It is by and between _____, ("Landlord") and _____(jointly and severally "Tenant").

RECITALS

On or about _____, 20__, Landlord and Tenant executed a lease agreement (the "Lease Agreement") by which Tenant leased from Landlord real property for Tenant's operations of a(n) [GroomBar by EarthWise Pet] [EarthWise Pet] [Dee-O-Gee by EarthWise Pet] [Nature's Pet] franchise at the following location: _____ (the "Franchise Premises").

On or about _____, 20__, Tenant and NPM Franchising, LLC (the "Franchisor") executed a franchise agreement (the "Franchise Agreement") for Tenant to operate a Franchise at the Franchise Premises.

Landlord and Tenant desire to execute this addendum to the Lease Agreement to give Franchisor certain rights to the Franchise Premises as required by the Franchise Agreement.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. **Use of Franchise Premises**. Landlord acknowledges and agrees that the Franchise Premises may be used only for the operation of the type of franchise designated in the Franchise Agreement. Landlord permits Tenant to use and display the service marks, trademarks, and commercial logos that Franchisor requires or permits the Tenant to use at the Premises (currently or in the future).

2. **Landlord Reports and Disclosures to Franchisor**. Tenant acknowledges and agrees that Landlord may, upon Franchisor's written request, disclose to Franchisor all reports, information, or data in Landlord's possession respecting sales made in, upon, or from the Franchise Premises and Tenant's business operations.

3. **Assignment to Franchisor**. Anything contained in the Lease Agreement to the contrary notwithstanding, Landlord agrees that without Landlord's consent, the Lease Agreement and Tenant's right, title and interest, may be assigned by Tenant to Franchisor (or Franchisor's designee), without cost or penalty. Landlord grants to Franchisor (or Franchisor's designee) the

right, at Franchisor's election, to receive an assignment of the Lease Agreement and the leasehold interest in the Franchise Premises, upon termination or expiration of Tenant's Franchise Agreement. This option may be exercised by Franchisor within 30 days of such termination or expiration by Franchisor's delivery of written notice of the same to Landlord. Upon such assignment, Franchisor (or its designee) shall not assume obligations and liabilities of Tenant arising before the date of assignment as such obligations and liabilities will remain with Tenant.

4. **Interim Manager**. To protect the Franchisor's system, trademarks, confidential information, and the goodwill associated with the same, Franchisor may (but is not obligated to) assume interim management of the Franchise at the Franchise Premises for any of the following reasons: (a) after Franchisor has given Tenant written notice that Tenant is in default under the Franchise Agreement and during the pendency of any cure period or in lieu of immediately terminating the Franchise Agreement; (b) Tenant's business activities are having, or are likely to have, a negative impact upon the value of Franchisor's Marks, goodwill, or the franchise system (as Franchisor determines at its sole discretion); (c) Franchisor determines that significant operational problems require it to temporarily operate the Franchise; or (d) upon the death or permanent disability of the Tenant (or any general partner of Tenant or of any member or shareholder owning 50% or more of Tenant) as provided in the Franchise Agreement. If Franchisor elects to assume interim management of the Franchise, then: (i) Franchisor's election will not relieve Tenant of Tenant's obligations under the Franchise Agreement; (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Franchise during any interim management period; (iii) Franchisor will have the right to charge a reasonable fee for the management services; (iv) Tenant hereby agrees to indemnify, defend and hold harmless Franchisor and its interim manager(s) from and against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Franchise, other than those arising solely from the gross negligence or willful misconduct of Franchisor; and (v) Franchisor's interim management of the Franchise will not operate as an assignment to Franchisor of the lease or any sublease of franchise property. Franchisor will have no responsibility for payment of any rent or other charges owing on any lease.

5. **Tenant's Default; Notice to Franchisor**. Landlord will give written notice to Franchisor (concurrently with the giving of notice to Tenant) of any breach by Tenant under the Lease Agreement. Franchisor will have the right (but not obligation), in Franchisor's sole discretion, to cure any breach at Tenant's expense within **15** business days after the expiration of the period in which Tenant had to cure the default. Notice will be sent to the following address, or to the address Franchisor may, from time to time, specify in writing to Landlord:

NPM FRANCHISING, LLC
19400 144th Ave NE, Bldg 6E
Woodinville, WA 98072

6. **Franchise Premises De-identification**. Upon termination, expiration, or non-renewal of

the Lease Agreement, Tenant may de-identify the Franchise Premises. If Tenant fails to do so, Landlord gives Franchisor the express right to de-identify. De-identification consists of removal of all signs; modification or remodeling of all identifying architectural features; repainting as necessary to no longer use the cooler scheme used by Franchisor; and any other steps necessary (in Franchisor's reasonable discretion) to effectively distinguish the Franchise Premises from Franchisor's proprietary designs and marks.

7. **Renewal, Extension, or Cancellation of the Lease Agreement**. Landlord will not extend, renew, or cancel the Lease Agreement without Franchisor's prior written consent, which consent will not be unreasonably withheld.

8. **Competition**. Landlord shall not establish within the shopping center any retail entity that will derive **25%** or more of its business from the sale of pet food and/or pet supplies and/or pet grooming.

9. **Third Party Beneficiary**. Tenant and Landlord acknowledge and agree that Franchisor is a third-party beneficiary of this Lease Agreement Rider, and Franchisor is entitled to all rights and remedies conferred upon Franchisor under this Lease Agreement Rider (which Franchisor may enforce directly against Tenant or Landlord, with or without the consent or joinder of Tenant). Notwithstanding anything contained in this Lease Agreement Rider, Franchisor will have no liability under the Lease or this Lease Agreement Rider unless Franchisor expressly enters into a written agreement with Landlord.

10. **Franchisor's Purchase Right**. In the event Landlord exercises any security interest against Tenant's assets at the Franchise Premises as collateral ("Collateral"), Landlord will provide written notice to Franchisor of the same within 10 days of seizing the Collateral. Landlord will provide Franchisor with sufficient information and documentation to allow Franchisor to analyze the status and value of the Collateral. Franchisor will then have the first right (but not the obligation) to purchase all or any portion of the Collateral from Landlord. Franchisor will elect to exercise its option to purchase within 15 days after its receipt of Landlord's written notification and due diligence information. Franchisor and Landlord will determine the fair value of the Collateral to be purchased, by good faith negotiations, within 15 days of Franchisor's written notice to Landlord of its intent to exercise its right to purchase.

If Franchisor and Landlord are unable to agree to the purchase price, then fair value will be determined by appraisal. Each party must select one appraiser. Each party will pay for its own appraiser. The purchase price will be the average of the two appraisals. Any time within 15 days after receiving the decisions of the appraisers, at Franchisor's option, Franchisor may purchase all or any portion of the Collateral. Franchisor may choose to pay the purchase price in cash up front or by 24 equal monthly payments that amortize the principal amount with interest calculated at prime plus 1% as of the date of purchase.

Landlord and Tenant acknowledge and agree that the mechanism for Franchisor's purchase of

Collateral from Landlord as described in this Section is deemed by them to be commercially reasonable.

This Section does not limit or otherwise affect Franchisor's security interest in any portion of the Collateral, as applicable.

11. **Signatures**.

IN WITNESS, the parties have executed this Rider on the day and year first above written.

("Landlord"):

By: _____
Title: _____

("Tenant"):

By: _____
Title: _____

FRANCHISE AGREEMENT
EXHIBIT 5

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "**Guaranty**") is given this _____ day of _____, 20___, by _____

_____, jointly and severally (collectively, the "**Guarantors**").

1. General. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (including its exhibits) of even date (the "**Agreement**") by NPM FRANCHISING, LLC, a Washington limited liability company (the "**Franchisor**"), with _____ a _____ [corporation/limited liability company] (the "**Franchisee**"), each of the undersigned ("**Guarantor(s)**") personally and unconditionally (a) guarantees to the Franchisor, and its successor and assigns, that the Franchisee will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and its exhibits, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including but not limited to the provisions related to confidentiality and non-disclosure of confidential information, non-competition, use of trademarks and other intellectual property, monetary obligations, dispute resolution, and indemnification. In this Guaranty, "Agreement" includes the Franchise Agreement and its exhibits and attachments as presently constituted and as they may be renewed, extended or modified.

2. Certain Waivers. Each of the undersigned waives: (1) acceptance and notice of acceptance by the Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right the undersigned may otherwise have to require that an action be brought against the Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action under this Guaranty or for the collection of any indebtedness or the performance of any obligation guaranteed by this Guaranty; and (6) any and all other notices and legal or equitable defenses to which it may be entitled..

3. Certain Consents and Agreements. Each of the undersigned consents and agrees that: (1) each Guarantor's liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, the Franchisee and the other owners of the Franchisee; (2) the undersigned will render any payment or performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (3) the liability of each of the undersigned is not contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person (including others of the undersigned); (4) the Franchisor may proceed against the Guarantor without having commenced any action, or having obtained any judgment, against the Franchisee; (5) the liability of each of the undersigned will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which the Franchisor may grant to the Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, or any amendment to the Agreement, none of which shall in any way modify or amend this Guaranty, which shall be continuing; (6) neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this Guaranty nor any remedy for the enforcement of this Guaranty will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release, or

limitation of the liability of the Franchisee or its estate in bankruptcy or of any remedy for the enforcement of this Guaranty, resulting from the operation of any present or future provision of the U.S. Bankruptcy Code or other statute, or from the decision of any court or agency; and (7) any obligations or debt owing from Franchisee to the undersigned shall be subordinate to Franchisee's obligations under the Agreement and this Guaranty.

4. Miscellaneous.

4.1 Guarantor further agrees to reimburse the Franchisor for all costs and expenses which the Franchisor may incur in the enforcement of any of its rights under this Guaranty, including reasonable attorneys' fees.

4.2 Nothing in this Guaranty shall be deemed or taken to be a condition or limitation of any of the rights of the Franchisor against the Franchisee.

4.3 This Guaranty shall continue in full force and effect until all of the obligations of the Franchisee have been satisfied.

4.4 The terms and provision of this Guaranty shall be binding upon and inure to the benefit of the successors and assigns of the Guarantor and Franchisor.

4.5 No provision of this Guaranty or right of Franchisor hereunder can be waived or modified, nor can Guarantor be released from Guarantor's obligations hereunder, except by a writing duly executed by Franchisor.

4.6 This Guaranty may be assigned by Franchisor concurrently with the transfer or assignment of the License Agreement, and, when so assigned, Guarantor shall be liable to the assignees without in any manner affecting the liability of Guarantor hereunder.

4.7 Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

4.8 This Guaranty shall be governed by and construed in accordance with the laws of the State of Oregon. In any action brought under or arising out of this Guaranty, Guarantor hereby consents to the jurisdiction of any competent court within the County of Washington, State of Oregon and hereby consents to service of process by any means authorized by Oregon law.

4.9 This Guaranty shall constitute the entire agreement of Guarantor with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon Franchisor unless expressed herein.

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

GUARANTOR(S):	PERCENTAGE OWNERSHIP IN FRANCHISEE:
Signed: _____ Print Name: _____	_____%
Signed: _____ Print Name: _____	_____%
Signed: _____ Print Name: _____	_____%

EXHIBIT E

FRANCHISE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT STATE LAW ADDENDUM

The following modifications and additions are part of our Franchise Disclosure Document ("FDD") and Franchise Agreement ("FA") as required by relevant state laws.

California

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Our website addresses are www.EarthWisePet.com, www.EarthWisePetFranchise.com, and www.Dee-O-Gee.com. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT** www.dfpi.ca.gov.

FDD Item 17, FA Sections 5, 6, 7 and 9

(1) California Business and Professions Code Sections 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.

(2) 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.).

(3) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(4) You must sign a general release 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).

(5) The Franchise Agreement provides that all issues or disagreements relating to the Franchise Agreement will be mediated, tried, heard and decided at **Washington County, Oregon** with the costs being borne by the non-prevailing party. 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.

(6) The Franchise Agreement requires application of the laws of the State of **Oregon**. This provision may not be enforceable under California law.

(7) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

FDD Item 3

Neither the franchisor nor any person listed in Item 2 of the FDD nor any franchise broker 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 such persons from membership in that association or exchange.

FDD Item 17.r; FDD Exhibit I (Confidentiality and Non-Competition Agreement); and FA Section 6.8

Under Business and Professions Code Section 16600, covenants not to compete that extend beyond the termination of the franchise are not enforceable under California law.

FDD Item 6; FA Section 2.7

The late charge is 10% per annum in California (rather than 1.5% per month or 18% per annum).

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

Each owner of the franchise is required to execute a personal guaranty. Doing so could jeopardize the marital assets of non-owner spouses domiciled in community property states such as California.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

Georgia

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Hawaii

FDD Items 5 and 21; FA Section 2.1

The franchisor will not require or accept the payment of any initial franchise fees until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

Idaho

FDD Item 17, FA Section 9

Any condition in a franchise agreement executed by a resident of Idaho or a business entity organized under the laws of Idaho is void to the extent it purports to waive venue or jurisdiction of the Idaho court system. Venue and jurisdiction will be in Idaho if the franchisee is an Idaho resident or a business entity organized under the laws of Idaho.

Illinois

FDD Item 17 and FA Sections 6.1 (renewal); 6.3 (termination); 7.1 (transfer); and 9 (enforcement)

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and no-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

FDD Item 5 and FA Section 2.1

Payment of initial franchise fees will be deferred until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition.

Special Risks to Consider About This Franchise

Financial Condition. The Franchisor's financial condition as reflected in its financial statements (See Item 21) call into question the Franchisor's financial ability to provide services and support to you.

[SIGNATURE BLOCKS APPEAR ON THE NEXT PAGE.]

Illinois State Law Addendum Signature Page:

DATED this _____ day of _____, 20____.

("we/us"): **NPM FRANCHISING, LLC**

By: _____

Name: _____

Title: _____

("you"):

By: _____

Name: _____

Title: _____

Individuals:

Signed: _____

Name: _____

Signed: _____

Name: _____

Maryland

The franchise disclosure document, franchise agreement and multiple franchise purchase addendum are amended to include the following state specific amendments.

FDD Item 17; FA Sections 6, 7 and 9; Multiple Franchise Purchase Addendum

The general release required as a condition of renewal, sale, assignment or transfer of the franchise will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any provision that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Despite anything to the contrary in the franchise agreement or Disclosure Document, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Act.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

FDD Exhibit N (Disclosure Acknowledgment and Agreement) and Franchise Agreements

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FDD Item 5; FA Section 2.1; FA Exhibit 3 (Multiple Franchise Purchase Addendum) Sections 2 and 3

Payment of initial franchise fees will be deferred until franchisor has satisfied its pre-opening obligations to franchisee and franchisee has commenced doing business. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

[SIGNATURE BLOCKS APPEAR ON THE NEXT PAGE.]

Maryland State Law Addendum Signature Page:

DATED this _____ day of _____, 20____.

("we/us"): **NPM FRANCHISING, LLC** ("you"):

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Individuals:

Signed: _____

Name: _____

Signed: _____

Name: _____

Michigan

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are included in these franchise documents, the provisions are void for Michigan franchisees and cannot be enforced against Michigan franchisees. These provisions are:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise investment law. This will 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 will include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if:

(i) The term of the franchise is less than 5 years, and

(ii) The franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise, or the franchisee does not receive at least six months' advance notice of the 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 will be conducted outside this state. This will 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 will include, but is not limited to:

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any breach 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 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 the franchisee's 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 franchisor whose most recent financial statements are unaudited and show a net worth of less than $100,000 will, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of the escrow. Any questions regarding this notice should be directed to the Department of the Michigan Attorney General, 6520 Mercantile Way, Suite 3, Lansing, Michigan 48913; (517) 373-3800.

The name and address of the franchisor's agent in Michigan authorized to receive service of process is:

Michigan Department of Commerce
Corporation and Securities Bureau
Office of Franchise and Agent Licensing
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48910

Minnesota

Minnesota law prohibits requiring a franchisee to waive his or her rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar a voluntary arbitration of any matter if the proceeding is conducted by an independent tribunal under the rules of the American Arbitration Association. (Minn. Rules 2860.4400(J)). To the extent required by Minnesota law to make the binding arbitration provision in Section 9.8 of the Franchise Agreement legally enforceable, the parties hereby agree to replace Arbitration Service of Portland, Inc. with the American Arbitration Association in Section 9.8.

FDD Item 17; FA Sections 6.1, 6.3 and 7.1

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 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 for non-renewal of the Franchise Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

FDD Item 17; FA Sections 6 and 9.8

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

FDD Item 13; FA Section 5

Minnesota Statutes Section 80C.20, Subdivision 1(g) allows the Minnesota Commissioner of the Department of Commerce to issue a cease and dismiss order or issue an order denying, suspending or revoking any registration, amendment or exception on finding any of the following . . . that the method of sale or proposed method of sale of franchises or the operation of the business of the franchisor or any term or condition of the franchise agreement or any practice of the franchisor is or would be unfair or inequitable to franchisees. Pursuant to this section, the Commissioner requires all franchisors registering in the state of Minnesota to state that the franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logo types or other

commercial symbols or indemnify the franchisee from any loss, cost or expenses arising out of any claim, suit or demand regarding the use of the name. We intend to comply with the Minnesota statute and to protect the franchisee's rights and indemnify the franchisee for any losses to the full extent required by relevant state law.

FDD Item 17, FA Sections 6, 7 and 9

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release. The general release provisions in the Franchise Agreement are void and unenforceable in the state of Minnesota.

FA Section 9

Pursuant to Minnesota Statutes Section 80.C.21, this section will not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80.C, including, but not limited to, the right to submit matters to the jurisdiction of the courts in Minnesota.

FDD Item 6, FA Section 2

NSF checks are governed by Minnesota Statute 604.113, which currently puts a cap of $30 on service charges. The Franchise Agreement is hereby amended accordingly.

FDD Item 17, FA Section 9

Under Minnesota Statutes, Section 80C.17, Subd. 5, no action may be commenced pursuant to this section more than three years after the cause of action accrues.

FDD Items 5 and 7; FA Section 2.1

Payment of initial franchise fees will be deferred until franchisee opens for business.

New York

The franchisor has represented the following:

(1) That no portion of the initial franchise fee has been allocated to the trademark or intellectual property;

(2) That the initial franchise fee consists only of payments for pre-opening assistance, which is distinct from and not brand or trademark related to the franchisor.

1. The following information is added to the cover page of the Franchise Disclosure Document:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT.

HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to 2 a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend,"** and Item 17(m), entitled **"Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law

Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum"**, and Item 17(w), titled **"Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

North Carolina

FDD Cover Page

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW.

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity (or franchise). The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Rhode Island

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

Virginia

FDD Items 9 and 17

Additional Disclosure. The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement do not constitute "reasonable cause, " as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

FDD Item 5; FA Section 2.1

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

Washington State Addenda to the Franchise Agreement and Any Related Agreements

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent

contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

FDD Item 5; FA Section 2.1

All initial franchise fees will be due and payable only after the franchisee has (a) received all initial training that it is entitled to under the Franchise Agreement or Franchise Disclosure Document, and (b) is open for business.

FDD Item 3

Assurance of Discontinuance

On or about October 23, 2019, we received a Civil Investigative Demand ("CID") from the Attorney General of Washington investigating "no-poach" provisions in franchise agreements. In lieu of responding to the CID, we and the Attorney General of Washington signed an Assurance of Discontinuance (AOD), which was entered with the State of Washington King County Superior Court, No. 19-2-29000-5 SEA, November 1, 2019.

In the AOD, we acknowledged the inclusion of no-poach provisions in our franchise agreements, but expressly denied that such conduct constitutes a contract, combination, or conspiracy in restraint of trade in violation of the Consumer Protection Act, RCW.19.86.030, or any other law, and expressly denied that we have engaged in conduct that constitutes a contract, combination, or conspiracy in restraint of trade. We entered into the AOD to avoid protracted and expensive litigation.

In the AOD, we agreed, among other things, to (1) no longer include no-poach provisions in any of our future franchise agreements; (2) no longer enforce no-poaching provisions in any of our existing franchise agreements and not seek to intervene or defend in any way the legality of any no-poach provision in any litigation in which a franchisee may claim third-party beneficiary status rights to enforce an existing no-poach provision; (3) notify all of our franchisees of the entry of the AOD and provide them a copy; (4) notify the Attorney General's Office if we learn of any effort by a franchisee in Washington to enforce any existing no-poach provision; (5) take affirmative action to amend all existing franchise agreements with entities in Washington to remove any no-poaching provisions in our then-existing franchise agreements; and (6) amend all of our existing franchise agreements on a nationwide basis to remove any no-poach provision as they come up for either renewal or renegotiation during the ordinary course of business. On or about January 21, 2020, we submitted a declaration of compliance to the Attorney General's Office

declaring that all provisions of the AOD had been satisfied.

The AOD is binding on, and applies to us and our directors, officers, managers, agents acting within the scope of their agency, employees, successors, assigns, controlled subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, or other entities through which we (at the time of entry of the AOD or thereafter) act with respect to the conduct alleged in the AOD.

The undersigned does hereby acknowledge receipt of this addendum.

Wisconsin

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. Item 17 of the Disclosure Document and the corresponding section of the Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, the Wisconsin Fair Dealership Law.

It is agreed that the applicable foregoing state law addendum for the state of _____, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. All terms of the Franchise Agreement, including these State Law Addendum provisions for the relevant state, have been agreed to at the time the Franchise Agreement was signed. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state's franchise laws, without considering this addendum.

DATED this _____ day of _____, 20____.

("we/us"):	**NPM FRANCHISING, LLC**	("you"):
By:	_____	By: _____
Name:	_____	Name: _____
Title:	_____	Title: _____

Individuals:

Signed: _____

Name: _____

Signed: _____

Name: _____

Exhibit F to the NPM Franchising, LLC Franchise Disclosure Document

LIST OF CURRENT FRANCHISEE OUTLETS
As of September 30, 2021

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
AR	EarthWise Pet	3316 SW I St	Bentonville	AR	72712	Michae Anderson	479-319-6324
AZ	EarthWise Pet	20924 North John Wayne Pkwy	Maricopa	AZ	85139	Kandice Pyper	403-358-4813
CA	EarthWise Pet	6986 El Camino Real, Ste H&I	Carlsbad	CA	92009	Teresa Woods	760-448-5905
CA	EarthWise Pet	1051 Market Street	San Diego	CA	92101	Russ & Mary Anne Novak	619-359-8805
CA	EarthWise Pet	8901 Atlanta Ave	Huntington Beach	CA	92646	Lisa Senafe/Tony Smith	657-204-2840
CA	EarthWise Pet	2060 Lake Tahoe Blvd	Lake Tahoe	CA	96150	Julie Shaw	503-725-0770
CA	EarthWise Pet	40101 Monterey Ave, Ste G7	Rancho Mirage	CA	92270	Michael McGaughey & Michael Squillacioti	760-340-4542
CA	EarthWise Pet	266-T Mount Herman Rd	Scott's Valley	CA	95066	Apollo, Zane, & Brett Aeck	831-708-1016
CA	EarthWise Pet	701 South Weir Canyon Rd Suite 111	Anaheim	CA	92808	Lisa Senafe/Tony Smith	714-395-4158
CA	EarthWise Pet	7385 Miliken Ave. Suite 120	Rancho Cucamonga	CA	91730	Lisa Senafe/Tony Smith	909-233-6781
CA	EarthWise Pet	806 Avenido Pico Suite F	San Clemente	CA	92673	Lisa Senafe/Tony Smith	949-734-1472
CA	EarthWise Pet	16630 Soledad Canyon Rd.	Santa Clarita	CA	91387	Lisa Senafe/Tony Smith	661-374-1403
CA	EarthWise Pet	25910 McBean Pkwy	Valencia	CA	91355	Lisa Senafe/Tony Smith	661-476-9804
CA	EarthWise Pet	5722 Telephone Rd. Suite 12	Ventura	CA	93003	Lisa Senafe/Tony Smith	805-518-1059
CA	EarthWise Pet	1611 S. Melrose Dr Sutie B	Vista	CA	92081	Lisa Senafe/Tony Smith	760-298-0087
CO	EarthWise Pet	7705 Wadsworth Blvd, Unit F	Arvada	CO	80003	Lisa Senafe/Tony Smith	720-639-6958
CO	EarthWise Pet	13097 S Parker Rd, Unit D	Parker	CO	80134	Lisa Senafe/Tony Smith	303-805-3845

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
CO	EarthWise Pet	5627 Barnes Road, Suite 100	Colorado Springs	CO	80917	Lisa Senafe/Tony Smith	719-231-4444
CO	EarthWise Pet	11225 Decatur Street, Suite 600 & 800	Westminster	CO	80234	Lisa Senafe/Tony Smith	303-460-0117
CO	EarthWise Pet	7 Spectrum Loop, Ste 105	Colorado Springs	CO	80921	Craig Newmaker & Danielle Novotny	719-937-6624
FL	EarthWise Pet	4106 NW 16th Blvd	Gainesville	FL	32605	Jeri & Laura Banta	352-373-4738
FL	EarthWise Pet	3846 3rd St South	Jacksonville Beach	FL	32250	Glenn & Regina Henderson	904-372-7822
FL	EarthWise Pet	14029 West Newberry Road, Unit 1	Jonesville	FL	32669	Sharon Vogel	352-554-5655
FL	EarthWise Pet	2326 Pine Ridge Rd	Naples	FL	34109	Sylvia, Fred, Keith	239-263-7387
FL	EarthWise Pet	632 W 23rd St	Panama City	FL	32405	Pat & Kellie O'Brien	850-640-2173
FL	EarthWise Pet	615 Cross St, Ste 1105	Punta Gorda	FL	33950	Jack Levy	941-621-8067
FL	EarthWise Pet	6668-2 Thomasville Rd	Tallahassee	FL	32312	Mac Rabb	850-597-8720
FL	EarthWise Pet	3454 Lithia Pinecrest Rd	Valrico	FL	33596	Mark & Linda Quade	813-999-0858
FL	EarthWise Pet	2896 West Bay Drive	Belleair Bluffs	FL	33770	Giovanni Senafe/Victor Fonseca	727-581-1000
FL	EarthWise Pet	3705 Tampa Rd #11	Oldsmar	FL	34677	Giovanni Senafe/Victor Fonseca	813-925-0449
FL	EarthWise Pet	1722 Bruce B. Downs Blvd.	Wesley Chapel	FL	33543	Giovanni Senafe/Victor Fonseca	813-803-7226
GA	EarthWise Pet	6880 Douglas Boulevard E	Douglasville	GA	30135	Lisa Senafe/Tony Smith	404-809-7059
GA	EarthWise Pet	4501 Habersham Street	Savannah	GA	31405	Lisa Senafe/Tony Smith	912-691-8788
GA	EarthWise Pet	473 Pooler Parkway	Pooler	GA	31322	Lisa Senafe/Tony Smith	912-330-8852
GA	EarthWise Pet	320 Town Center Avenue Suite C-9	Suwanee	GA	30024	Lisa Senafe/Tony Smith	770-932-7040

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
GA	EarthWise Pet	4717 Hwy 80 East	Savannah	GA	31410	Lisa Senafe/Tony Smith	912-231-3718
GA	EarthWise Pet	3300 Hamilton Mill Rd, Ste 103	Buford	GA	30519	Maria Myrie	470-268-7141
GA	EarthWise Pet	4880 Lower Roswell Rd	Marietta	GA	30068	Ariel Wallace	678-909-6805
IA	EarthWise Pet	103 W 2nd Street North	Newton	IA	50208	Zachary Jensen	641-792-0158 (retail) 641-787-0058 (grooming)
IA	EarthWise Pet	816 Main Street	Pella	IA	50219	Zachary Jensen	641-628-4444
IL	EarthWise Pet	1492 S Randall Rd.	Algonquin	IL	60102	Lisa Senafe/Tony Smith	224-241-8392
IL	EarthWise Pet	90 S Evergreen	Arlington Heights	IL	60005	Lisa Senafe/Tony Smith	224-735-2160
IL	EarthWise Pet	1111 Half Day Road, Unit 146	Bannockburn	IL	60015	Lisa Senafe/Tony Smith	224-804-6413
IL	EarthWise Pet	1934 W. Fabyan Parkway	Batavia	IL	60134	Lisa Senafe/Tony Smith	630-425-3454
IL	EarthWise Pet	5300 NW Hwy Rt. 14, Suite 102/103	Crystal Lake	IL	60014	Lisa Senafe/Tony Smith	815-893-4772
IL	EarthWise Pet	334 N Desplaines St., Unit 1	Chicago	IL	60661	Lisa Senafe/Tony Smith	312-382-2280
IL	EarthWise Pet	1014 Ogden Ave.	Downers Grove	IL	60515	Lisa Senafe/Tony Smith	630-324-6904
IL	EarthWise Pet	624 N York Road, Unit B	Elmhurst	IL	60126	Lisa Senafe/Tony Smith	630-359-3685
IL	EarthWise Pet	743 Chicago Ave	Evanston	IL	60202	Lisa Senafe/Tony Smith	224-307-2906
IL	EarthWise Pet	21 S Ash St, Frankfort	Frankfort	IL	60423	Lisa Senafe/Tony Smith	815-806-8081
IL	EarthWise Pet	69 Waukegan Road	Glenview	IL	60025	Lisa Senafe/Tony Smith	847-729-7297
IL	EarthWise Pet	2569 W Golf Road	Hoffman Estates	IL	60169	Lisa Senafe/Tony Smith	847-278--1048
IL	EarthWise Pet	1504 Essington Rd #6	Joliet	IL	60435	Lisa Senafe/Tony Smith	815-782-4184
IL	EarthWise Pet	529 N. Milwaukee Ave.	Libertyville	IL	60048	Kara & Brett Tau	847-247-6990

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
IL	EarthWise Pet	4196 IL Rt. 83, Unit D	Long Grove	IL	60047	Lisa Senafe/Tony Smith	847-793-0500
IL	EarthWise Pet	100 Main St	Oswego	IL	60543	Lisa Senafe/Tony Smith	630-551-3647
IL	EarthWise Pet	1257 Devon Ave	Chicago	IL	60660	Lisa Senafe/Tony Smith	773-465-0600
IL	EarthWise Pet	1249 E. Higgins Rd., Unit 1	Schaumburg	IL	60194	Lisa Senafe/Tony Smith	630-635-2344
IL	EarthWise Pet	5229 Touhy Ave	Skokie	IL	60077	Lisa Senafe/Tony Smith	224-251-8677
IL	EarthWise Pet	3657 N Southport Ave	Chicago	IL	60613	Lisa Senafe/Tony Smith	773-857-7600
IL	EarthWise Pet	1201 N. Wells St.	Chicago	IL	60610	Lisa Senafe/Tony Smith	312-255-1955
IL	EarthWise Pet	263 Rice Lake Square	Wheaton	IL	60189	Lisa Senafe/Tony Smith	630-682-4522
IL	GroomBar by EarthWise Pet	2201 Gary Ave.	Wheaton	IL	60187	Lisa Senafe/Tony Smith	630-752-1612
IL	EarthWise Pet	790 Royal St. George Drive	Naperville	IL	60563	Paul & Mary Weber	630-470-9739
IN	EarthWise Pet	173 US Hwy 41	Schererville	IN	46375	Lisa Senafe/Tony Smith	219-225-9450
KS	EarthWise Pet	4701 Bauer Farm Drive, Ste B	Lawrence	KS	66049	John, Doug, & Kathy Funk	785-842-1559
MI	EarthWise Pet	211 N Maple Road	Ann Arbor	MI	48103	Lisa Senafe/Tony Smith	734-222-9622
MI	EarthWise Pet	2207-A South Telegraph Rd	Bloomfield	MI	48302	Mark & Dawn Hall	248-322-1310
MI	EarthWise Pet	20748 Pontiac Trail	South Lyon	MI	48178	Shawn Bakewell	248-264-6018
MN	EarthWise Pet	400 Water Street	Excelsior	MN	55331	Lisa Senafe/Tony Smith	952-855-4329
MO	EarthWise Pet	12730 Olive Blvd	Creve Coeur	MO	63141	David Thorpe & Carl Hennicke	314-576-PETS
MT	Dee-O-Gee by EarthWise Pet	2051 Oak St. Ste #4	Bozeman	MT	59718	Jane & Eric Mittelsteadt	406-551-2364

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
MT	Dee-O-Gee by EarthWise Pet	27 Shiloh Rd Suite #1	Billings	MT	59106	Alpha Dog MT	406-534-4245
MT	Dee-O-Gee by EarthWise Pet	424 E. Main St, Ste 103.	Bozeman	MT	59715	Jane & Eric Mittelsteadt	406-551-2364
MT	Dee-O-Gee by EarthWise Pet	235 Morning View Drive	Kalispell	MT	59901	Adam Blanton	707-755-1787
MT	Dee-O-Gee by EarthWise Pet	3275 N. Reserve St, Ste G	Missoula	MT	59808	LaToya & Brandon Leedy	406-728-2275
NJ	EarthWise Pet	245 Fries Mill Rd, Ste 4&5	Turnersville	NJ	08012	George & Teresa Davenport	856-245-7229
NJ	EarthWise Pet	154 Route 73	Voorhees	NJ	08043	Kevin & Nicole Minteer	856-767-7387
NV	EarthWise Pet	2520 W Horizon Ridge Pkwy, Ste 145	Henderson	NV	89052	Scott Brown & Shannon Brown	702-902-2883
OH	EarthWise Pet	375 Lear Road, Suite C	Avon Lake	OH	44012	Sharon & Felipe Covarrubias (Sharon is franchisee)	440-653-5018
OH	EarthWise Pet	11328 Montgomery Rd	Cincinnati	OH	45249	Dan & Lisa Woods	513-469-7387
OH	EarthWise Pet	7316 Yankee Rd	Liberty Township	OH	45044	Troy Dessauer	513-777-5777
OH	EarthWise Pet	5275 Detroit Rd	Sheffield	OH	44054	Sharon & Felipe Covarrubias (Sharon is franchisee)	440-695-8370
OK	EarthWise Pet	1710 Belle Isle Blvd, Ste G	Oklahoma City	OK	73118	Michael Dixon	405-607-8965
OR	Nature's Pet	2305 Ashland St., Ste 1E	Ashland	OR	97520	Mark & Vickie Pagan	541-708-0707
OR	Nature's Pet	1477 SE 1st Ave. #113	Canby	OR	97013	Eileen Anderson	503-266-1611
OR	Nature's Pet	2864 Willamette St., Ste 200	Eugene	OR	97405	Mark Dunn	541-653-9247

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
OR	Nature's Pet	16165 SW Regatta Lane, Ste 100	Beaverton	OR	97006	Tim Dunn, Claudia & Philip Katz	503-992-6427
OR	Nature's Pet	901 SW Highland Dr, Ste P	Gresham	OR	97080	Karen Sottile	971-220-1501
OR	Nature's Pet	900 North Hwy 99W	McMinnville	OR	97128	Alan Wetaz	503-434-5900
OR	Nature's Pet	969 Medford Center Dr	Medford	OR	97504	Mark & Vickie Pagan	541-500-8484
OR	Nature's Pet	14611 SW Teal Blvd	Beaverton	OR	97007	Tim Dunn, Claudia & Philip Katz	503-579-2403
OR	Nature's Pet	111 NW 21st Ave	Portland	OR	97209	Tim Dunn, Claudia & Philip Katz	503-360-1244
OR	Nature's Pet	1330 NE Orenco Station Pkwy	Hillsboro	OR	97124	John & Jolene Mitchell	503-693-3151
OR	Nature's Pet	4555 Liberty Rd. S., Ste 130	Salem	OR	97302	Julie Owrey	503-362-4555
OR	Nature's Pet	20345 SW Pacific Hwy, Ste 300	Sherwood	OR	97140	Matt & Jenny Flanagan	503-625-3530
OR	Nature's Pet	8169 N Lombard St	Portland	OR	97203	Celeste Scheibold & Matt Richards	503-572-5720
OR	Nature's Pet	5656 Hood St, Ste 101	West Linn	OR	97068	Mason & Kristen Hartman	503-305-8628
OR	Nature's Pet	9740 SW Wilsonville Rd, Ste 210	Wilsonville	OR	97070	Matt & Jenny Flanagan	503-826-5125
SC	EarthWise Pet	2700 Woodruff Rd	Simpsonville	SC	29681	Tim & Vickie Tuck	864-631-2745
SC	EarthWise Pet	655 Fairview Road, Ste B	Simpsonville	SC	29680	Annie Griseta & Geralyn McDonough	864-757-1599
SD	EarthWise Pet	6223 S Western Ave	Sioux Falls	SD	57108	Scott & Julie Ward	605-271-4673
TN	EarthWise Pet	7028 Nolensville Rd, Ste 101	Nolensville	TN	37135	Jane Reising & Laura and John JeanBaptiste	615-776-2888
TX	EarthWise Pet	980 Watters Creek Blvd., Ste. P900	Allen	TX	75013	Pavan & Deeva Shree	469-640-1117
TX	EarthWise Pet	5625 Saratoga Blvd #119	Corpus Christi	TX	78414	Rick & Jennifer Baird	361-353-PETS
TX	EarthWise Pet	2311 Cross Timbers Rd, Ste 307	Flower Mound	TX	75028	David & Deana Otis	972-355-5939

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
TX	EarthWise Pet	252 W. Stonebrook Pkwy, Ste 650	Frisco	TX	75034	Angie Meenan	972-301-8277
TX	EarthWise Pet	1310 West Campbell Rd #128	Richardson	TX	75080	Pavan & Deeva Shree	(469) 677-5005
TX	EarthWise Pet	100 W. Southlake Blvd	Southlake	TX	76092	Joe & Dawn Kahan	817-912-1471
WA	EarthWise Pet	114 N 36th St	Seattle	WA	98103	Daniel & Ray Crisologo	206-632-4567
WA	EarthWise Pet	3701 88th Street NE	Marysville	WA	98270	Daniel & Ray Crisologo	360-322-6592
WA	EarthWise Pet	212 5th Street, Ste #9B	Wenatchee	WA	98801	Thomas Manning & Kinda Summers	509-888-7877
WA	EarthWise Pet	19150 Northeast Woodinville Rd	Woodinville	WA	98077	Anil & Bindu Varre	425-949-7709
WA	EarthWise Pet	6530 W Nob Hill Blvd	Yakima	WA	98908	Thomas Manning & Kinda Summers	509-367-6123
WA	Nature's Pet	512 Ne 81st Suite F	Vancouver	WA	98665	Tristan Sperry	360-450-5049
WI	EarthWise Pet	2532 E Oklahoma Ave.	Milwaukee	WI	53207	Lisa Senafe/Tony Smith	414-482-7387
WI	EarthWise Pet	17260 W. Bluemound Road, Suite 660	Brookfield	WI	53045	Lisa Senafe/Tony Smith	262-505-6365
WI	EarthWise Pet	2910 Golf Road	Delafield	WI	53018	Melanie Wollner	262-646-3000
WI	EarthWise Pet	1530 Port Washington Rd.	Grafton	WI	53024	Michelle Pelletier	262-375-2889
WI	EarthWise Pet	N95 W18397 County Line Road	Menomonee Falls	WI	53051	Michelle Pelletier	262-415-5770
WI	EarthWise Pet	3701 S. Moorland Road	New Berlin	WI	53151	Melanie Wollner	262-505-6566
WI	EarthWise Pet	7940 S 6th Street, Suite 103	Oak Creek	WI	53154	Lisa Senafe/Tony Smith	414-301-5645
WI	EarthWise Pet	9250 76th Street, Ste E	Pleasant Prarie	WI	53158	Lisa Senafe/Tony Smith	262-764-6461
WI	EarthWise Pet	4165 North Oakland Ave	Shorewood	WI	53211	Lisa Senafe/Tony Smith	414-210-4486
WI	EarthWise Pet	7440 West State Street	Wauwatosa	WI	53213	Michelle Pelletier	414-210-3317
WI	EarthWise Pet	6071 Gemini Drive	Madison	WI	53718	Jeff Clark & Tim Hagen	608-230-6210

State	Brand	Address	City	State	Zipcode	Primary Owner/Manager Name(s)	Phone #
WI	EarthWise Pet	3260 University Ave	Madison	WI	53705	Jeff Clark & Tim Hagen	608-284-9007

COMPANY-OWNED OUTLETS
As of September 30, 2021

	Name	Telephone	Address
1	NPM Franchising, LLC	(253) 277-3632	27149 185th Ave SE, Ste #109, Covington, WA 98042

LIST OF CURRENT FRANCHISEES THAT HAD SIGNED FRANCHISE AGREEMENTS BUT HAD NOT OPENED FOR BUSINESS
As of September 30, 2021

State	Brand	City	State	Primary Owner/Manager Name(s)	Owner/Manager Contact Phone #
AR	EarthWise Pet		AR	Michael Anderson	
AR	EarthWise Pet		AR	Michael Anderson	
AR	EarthWise Pet		AR	Michael Anderson	
AR	EarthWise Pet		AR	Michael Anderson	
AZ	EarthWise Pet		AZ	Chris Waddlington	
CO	Dee-O-Gee by EarthWise Pet	Mead	CO	Rachel & Tim Shannon	303-552-4928
CO	EarthWise Pet		CO	Craig Newmaker & Danielle Novotny	719-331-1706
CO	EarthWise Pet		CO	Craig Newmaker & Danielle Novotny	719-331-1706
FL	EarthWise Pet		FL	Glenn & Regina Henderson	
FL	EarthWise Pet		FL	Glenn & Regina Henderson	
FL	EarthWise Pet		FL	Nick Marchio	
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155

State	Brand	City	State	Primary Owner/Manager Name(s)	Owner/Manager Contact Phone #
FL	EarthWise Pet		FL	Mac Rabb	312-961-2155
GA	EarthWise Pet		GA	Maria Myrie	770-679-3207
IL	EarthWise Pet		IL	Paul & Mary Weber	630-618-8112
KY	EarthWise Pet	Ashland	KY	Marc Vonerheide	
MA	EarthWise Pet		MA	Mauricio Umana	
MD	EarthWise Pet	Leonardtown	MD	Suzanne Edgar	
MT	EarthWise Pet	Bozeman	MT	Brad Jepson & Sherri Wright	
NC	EarthWise Pet	Wake Forest	NC	Hugo Palomo & Robyn Busko	
NJ	EarthWise Pet	Mantua	NJ	Fred & Kelly White	60-417-3620
NJ	EarthWise Pet		NJ	George & Teresa Davenport	
NJ	EarthWise Pet		NJ	George & Teresa Davenport	
NV	EarthWise Pet		NV	Scott Brown & Shannon Brown	503-396-3914
NY	EarthWise Pet	Clay	NY	Shani Campbell-Clarke	315-459-1544
NY	EarthWise Pet		NY	Jeff & Penny Frazier	
OK	EarthWise Pet	Oklahoma City	OK	Ashkan Rahimi & Elham Nadimi-Rahimi	405-301-7913
OK	EarthWise Pet		OK	Ashkan	
OK	EarthWise Pet		OK	Ashkan	
OR	EarthWise Pet		OR	Mark & Vickie Pagan	541-261-1557
OR	Nature's Pet	Bend	OR	Karin Turner	
OR	Nature's Pet	Happy Valley	OR	Chanda & Kevin	
PA	EarthWise Pet	Exton	PA	Matt & Janette Bachman	610-620-3467
PA	EarthWise Pet		PA	Matt & Janette Bachman	
PA	EarthWise Pet		PA	Matt & Janette Bachman	
SD	EarthWise Pet		SD	Scott & Julie Ward	

State	Brand	City	State	Primary Owner/Manager Name(s)	Owner/Manager Contact Phone #
SD	EarthWise Pet		SD	Scott & Julie Ward	
TN	Dee-O-Gee by EarthWise Pet	Franklin	TN	Shawn Day	615-336-2286
TN	EarthWise Pet		TN	Jane Reising & Laura and John JeanBaptiste	812-449-9397
TX	EarthWise Pet		TX	Marcus Porter	954-646-1850
WA	EarthWise Pet		WA	Thomas Manning & Kinda Summers	
WA	Nature's Pet		WA	Tristan Sperry	360-355-2942
WI	EarthWise Pet		WI	Jeff Clark & Tim Hagen	414-687-5132
WI	EarthWise Pet		WI	Rich Foscato	N/A

LIST OF FRANCHISEES THAT LEFT THE FRANCHISE SYSTEM DURING OUR LAST FISCAL YEAR

Name	**Telephone**	**City and State**
Troy Barlow	(850) 357-6372	Madison, AL
Scott Jackelen	(479) 319-6324	Bentonville, AR
Katie Randall	(657) 204-2840	Huntington Beach, CA
Mary Green	630-927-3037	Houston, TX
Tim George	(713) 703-5490	Katy, TX

INFORMATION CONCERNING OUR AREA REPRESENTATIVES

The following is a list of our area representatives listed alphabetically by state. The listed information responds to Items 1 ("Name, Address, and Business Organization of the Area Representative"), 2 ("Identity and Experience of Persons Affiliated with the Area Representative"), 3 ("Litigation"), and 4 ("Bankruptcy") of the attached Franchise Disclosure Document.

DEVELOPMENT AREA: Florida, Georgia, South Carolina, North Carolina, and Tennessee.

ITEM 1.

Name:	Marike Enterprises, Inc. (owner James M. Rabb)
Business Address:	427 Beaver Lake Road, Tallahassee, Florida 32312
Business Phone:	(312) 961-2155
ITEM 2.	Marike Enterprises, Inc. (owned by James M. Rabb) has served as our Area Representative in the territories listed above since October 2011. Mr. Rabb served as National Practice Director for Parson Consulting in Chicago, Illinois from February 2007 to June 2008. He was Senior Vice President for BearingPoint in Chicago from May 1980 to December 2005.
ITEM 3.	No litigation is required to be disclosed in this Item for this Area Representative.
ITEM 4.	No bankruptcy is required to be disclosed in this Item for this area representative.

Exhibit G to the NPM Franchising, LLC Franchise Disclosure Document

CONDITIONAL ASSIGNMENT

_____ ("you") operate your franchise business at _____. In consideration of the granting of a franchise to you and other valuable consideration given by **NPM FRANCHISING, LLC**, a Washington limited liability company ("us"), you assign to us all business telephone numbers; internet listings (including social media); website addresses and domain names; and business email addresses and listings you use in the operation of the franchise. We assume the performance of all of the terms, covenants and conditions of your agreement with the Telephone Company concerning the telephone numbers and telephone listings with the full force and effect as if we had been originally issued the telephone numbers and telephone listings. We will hold this assignment and will deliver it to interested third parties only upon termination of the Franchise Agreement between us and you dated _____.

DATED this ___ day of _____, 20__.

("we/us"): **NPM FRANCHISING, LLC** ("you"):

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

SIGNATURES OF INDIVIDUALS:

Signed: _____

Name: _____

Signed: _____

Name: _____

Exhibit H to the NPM Franchising, LLC Franchise Disclosure Document

TERMINATION OF ASSUMED BUSINESS NAME

Pursuant to the provisions of relevant state laws concerning the registration and use of assumed or fictitious business names, the undersigned applicant, being a franchisee of NPM FRANCHISING, LLC, submits the following to evidence its intent to abandon, relinquish and terminate its right to use the business name GROOMBAR / EARTHWISE PET / DEE-O-GEE / NATURE'S PET (as applicable):

1. Name of Applicant who is Using the Assumed or Fictitious Business Name:

   _____

   _____

   a(an) individual/partnership/corporation organized and doing business under the laws of the State of

   _____

2. Date When Original Assumed or Fictitious Business Name was Filed by Applicant:

   _____

3. Address of Applicant's Registered Office in the State of: _____

   _____

   _____

4. Please cancel the Applicant's registration to use the name GROOMBAR / EARTHWISE PET / DEE-O-GEE / NATURE'S PET (as applicable).

DATED: _____

_____
Applicant

By:_____

Title:_____

Exhibit I to the NPM Franchising, LLC Franchise Disclosure Document

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Confidentiality and Non-Competition Agreement (this "***Agreement***") has been entered effective on the following date: _____. It is by and between NPM FRANCHISING, LLC, a Washington limited liability company ("***Franchisor***" and "***we/us***") and _____ ("***you***").

RECITALS

A. We own valuable goodwill and have valuable Confidential Information (defined below), and distinctive business format and color scheme and utilize distinctive, uniform business formats, recipes, signs, equipment, layouts, systems, methods, procedures, designs and marketing and advertising standards and formats (the "***System***"). The Confidential Information and System are connected with the development and operation of retail pet food and supplies businesses using our marks.

B. Franchisor and _____ ("***Franchisee***") signed that certain franchise agreement ("***Franchise Agreement***") on or about _____ [DATE]. The Franchise Agreement requires the Franchisee's owners, officers, directors, and persons occupying similar positions (who may obtain or who are likely to obtain knowledge concerning our Confidential Information) to execute a confidentiality and non-competition agreement.

AGREEMENT

Therefore, in consideration of the mutual promises and covenants contained in the Franchise Agreement and herein, the parties agree as follows:

1 PROTECTION OF CONFIDENTIALITY

1.1 **Confidential Information Defined**. In this Agreement, "Confidential Information" shall mean:

a) Any information that relates to our proprietary ideas, trade secrets, business, products, technology, customers, finances, plans, proposals, or practices of us, including, but not limited to, plans and specifications for new products, discoveries, ideas, know-how, research and development, inventions, techniques, marketing strategies, customer lists, financing sources and suppliers, non-public financial information, budgets, data, and projections;
b) Our proprietary information and information we mark or designate as confidential;
c) Information, whether or not in written form and whether or not designated as confidential, which is known to you as being treated by us as confidential;
d) Information provided to us by third parties, which we are obligated to keep confidential.

The Confidential Information shall include information in any form in which such information exists, whether oral, written, video, digital, electronic, or other format or medium.

Confidential Information loses that status if: (1) The information becomes publicly available (unless because you breached this Agreement); (2) You get it without restriction from a third party who had the right to disclose it without restriction; or (3) You develop it independently, or already knew it when we gave it to you.

1.2 **Our Exclusive Property**. You acknowledge and agree that our System and all Confidential Information is and shall continue to be our sole and exclusive property, whether or not disclosed or entrusted to you in connection with your relationship with us. Nothing in this Agreement will give you or others any right, title, or interest whatsoever in or to them. The Confidential Information shall be considered our trade secrets and shall be entitled to all protections provided by applicable law to trade secrets.

1.3 **Safeguard of Confidential Information**. You agree to exercise the highest degree of care in safeguarding Confidential Information against loss, theft, or other inadvertent disclosure. You agree to accord to the Confidential Information the same degree of care and use the same confidentiality protection practices as you exercise or employ with respect to your confidential or proprietary information (but no less than a reasonable degree of care). This includes obligating employees and consultants who receive Confidential Information to covenants of confidentiality and non-use.

1.4 **Notice**. You agree that if you or your employees and agents are served with any subpoena or other compulsory judicial or administrative process calling for production of Confidential Information, you will immediately notify us in order that we may take such action as we deem necessary to protect our interests. You agree to execute any and all documents and to do all acts and things in the opinion of our counsel are necessary or advisable to protect our interests.

2. COVENANT OF NON-DISCLOSURE. You specifically acknowledge that you will receive valuable specialized and Confidential Information, including information regarding our operational, sales, promotional and marketing methods and techniques and the System. You agree not to disclose Confidential Information to any third party and to limit disclosure within your association to designated employees approved by us. Disclosures to designated employees will be done on a "need to know" basis to the extent necessary for them to perform the duties of their employment with you. Unless required by court order or applicable law, you agree not to copy, download, send, or divulge any Confidential Information directly or indirectly to any other person or enterprise outside of our franchise system. You will never communicate, divulge, or use in any manner, either for your benefit or the benefit or any other person, persons, partnerships, associations, companies or corporations any Confidential Information or proprietary information, knowledge or know-how concerning the System or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your business.

3 COVENANT OF NON-USE. You agree not to use Confidential Information or the System, except as authorized by us. You will obligate your owners, board of directors, your employees, and your agents to the same non-use covenant. We must approve in writing any use of Confidential Information or System by you or your owners or your directors or employees.

4 RETURN OF CONFIDENTIAL INFORMATION. You agree that all originals and copies of records, data, reports, documents, lists, plans, drawings, correspondence, memoranda, notes, and other materials related to or containing any Confidential Information, in whatever form they exist, whether written, visual, audio, video, or other form of media, shall be our sole and exclusive property. Upon cessation of your association with Franchisee, or upon our earlier request, you will promptly return to us (or irretrievably delete or destroy) all documents or other tangible property that contains Confidential Information.

5 NON-COMPETITION COVENANT.

5.1 Covenant. During the term of your association with Franchisee and for two years thereafter, you will not directly or indirectly (including by or through any other person or entity) participate as an owner, director, officer, employee, consultant, licensor, licensee, distributor, or agent, or serve in any other capacity in any business engaged in the offer, sale, or promotion of: products or services related to pet food, pet supplies or pet grooming or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the System.

5.2 Geographic Scope. During the term of your association with Franchisee, the covenants described in Section 5.1 above shall apply worldwide. During the two-year period after your association with Franchisee, such covenants will apply within the Territory (as defined in Franchisee's Franchise Agreement), within a 30-mile radius of the Territory, and within a 30-mile radius of any location or designated territory where we operate or have granted the franchise to operate a GroomBar, EarthWise Pet, Dee-O-Gee, or Nature's Pet business (or other brands we have developed or will develop in the future).

6 NON-DIVERSION OF BUSINESS. During the term of your association with Franchisee and for two years thereafter, you will not:

A. divert or attempt to divert any of our business or any of our customers to any competing establishment; or

B. do anything harmful to our goodwill associated with the Marks and System.

7 REMEDIES: INJUNCTION AND DAMAGES. You acknowledge that any disclosure of Confidential Information will cause irreparable harm to us. You agree that it may be difficult to measure damage to us from any breach by you or your employees and agents of this Agreement. You agree that monetary damages may be an inadequate remedy for any such breach. Accordingly, you agree that if you breach or take steps preliminary to breaching this Agreement, we shall be entitled, in addition to all other remedies we may have at law or in equity, to a restraining order, temporary and permanent injunctive relief, specific performance, or other appropriate equitable relief, without showing or proving that we actual sustained any damage.

8 MISCELLANEOUS

8.1 Duration. The obligations set forth in this Agreement related to non-disclosure and non-use of Confidential Information will continue during and beyond the term of your relationship with the Franchisee and for as long as you possess any Confidential Information in any manner.

8.2 Waiver. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition. Any waiver to this Agreement's provisions must be made in signed writing by the granting party.

8.3 Governing Law. This Agreement will be governed by the substantive laws of Oregon without regard to Oregon choice of law provisions. Oregon laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.). This choice of laws will not include and does not extend the scope of application of any Oregon franchise or business opportunity laws except as they may otherwise apply pursuant to their terms and definitions. Any portion of this Agreement that requires enforcement in any other jurisdiction, and is enforceable under the laws of that jurisdiction but not of Oregon, will be construed and enforced according to the laws of that jurisdiction.

8.4 Venue. The venue for any action or legal proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be Washington County, Oregon. Each of the parties waives any objection to this venue provision.

8.5 Injunctive Relief and Specific Performance. Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party

of any term or covenant of this Agreement.

8.6 Remedies Not Exclusive. No right or remedy conferred upon either party is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.

8.7 Attorneys' Fees. The prevailing party in any arbitration, insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorneys' fees. These will be set by the arbitration, proceeding or court, including costs and attorneys' fees on appeal or review from the arbitration, proceeding, suit, or action. "Prevailing party" means the party who recovers the greater relief in the proceeding.

8.8 Lawful Scope. If, for any reason, any provision set forth in this Agreement exceeds any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law.

IN WITNESS, the parties have executed this Agreement on the date written above.

Franchisor: NPM FRANCHISING, LLC

By: _____

Name: _____

Title: _____

Date: _____

You: _____

Signed: _____

Name: _____

Title/Position with Franchisee:

_____

Date: _____

Acknowledged by Franchisee:

_____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit J to the NPM Franchising, LLC Franchise Disclosure Document

ELECTRONIC DEBIT AUTHORIZATION FORM

The undersigned (the "Franchisee") acknowledges that on or about _____, 20__, Franchisee and **NPM FRANCHISING, LLC** (the "Franchisor") entered into a franchise agreement (the "Franchise Agreement") for the operation of a Franchise.

To enable Franchisor to receive automatic payments pursuant to the Franchise Agreement and Franchisor's Operations Manual, Franchisee hereby authorizes (the "Authorization") Franchisor to withdraw funds from and otherwise initiate debit entries to Franchisee's checking account, indicated below, and the depository named below (the "Depository"), to debit the same to such account.

Depository Name: _____
Branch: _____
City State and Zip: _____
_____
Transit/ABA#:_____
Bank Account Name: _____
Bank Account Number: _____
Tax ID for Account: _____

This Authorization is to remain in full force and effect until the underlying obligations of the Franchise Agreement have been satisfied in full or expressly released in writing by Franchisor. Franchisee expressly agrees that this Authorization will apply to any and all depositories and bank accounts which Franchisee opens during the term of the Franchise Agreement and any renewal terms. Without limiting the above, Franchisee acknowledges and agrees that if Franchisee closes any bank account, Franchisee will:

1) immediately notify Franchisor in writing;
2) open or otherwise establish another bank account;
3) execute and deliver to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means.

Franchisee expressly acknowledges and agrees that this Authorization will be the only written authorization needed from Franchisee in order to initiate debit entries/ACH debit originations to Franchisee's bank account(s) established with any depository in the future.

Name of Franchisee(s):

_____

_____

Store #: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Notice to Franchisee

1) ATTACH ONE VOIDED CHECK HERE.
2) ENSURE TO COMPLETE ALL BLANK SPACES ABOVE.
3) RETURN **2** ORIGINAL COPIES OF THIS FORM TO FRANCHISOR IMMEDIATELY.

Exhibit K to the NPM Franchising, LLC Franchise Disclosure Document

Exhibit K to the NPM Franchising, LLC Franchise Disclosure Document

FORM OF GENERAL RELEASE

The Franchise Agreement provides that the franchisee must sign a General Release in a form satisfactory to NPM Franchising, LLC in certain circumstances. Following is a form of General Release that is subject to change.

GENERAL RELEASE

This General Release Agreement ("Agreement") is made this __ day of _____, 20__. It is among NPM FRANCHISING, LLC, a Washington limited liability company ("Franchisor"), _____ and _____ (jointly and severally "Franchisee") and _____ and _____ (jointly and severally "Transferee").

RECITALS

On or about ____ day of _____, 20__, Franchisor and Franchisee entered into a Franchise Agreement (the "Franchise Agreement[s]") for the operation of a(n) [GroomBar] [EarthWise Pet] [Dee-O-Gee] [Nature's Pet] franchise at the following location: _____.

[NOTE: Describe the circumstances relating to the release, such as circumstances related to transfer or renewal of the franchise and relevant agreement dates.]

Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

[**1.** **Renewal of Franchise Agreement**. The parties covenant and agree:

A. The Franchise Agreement, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties is terminated. The provisions of the Franchise Agreement concerning your obligations upon termination and renewal will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.

B. Contemporaneously with execution of this Agreement, you agree to execute our current franchise agreement forms. These forms may vary materially from the Franchise Agreement. Fees will be set at the currently prevailing rates and terms. The Franchise Premises must remain at the location designated in the Franchise Agreement unless we otherwise approve in writing.

C. You will reimburse us for the following reasonable out-of-pocket costs we incur concerning the renewal: _____.

D. You will refurbish, remodel, and replace the Franchise Premises, fixtures, and equipment to conform to the current Operations Manual and Method of Operation. This includes:

_____.

E. You or your designated manager will attend and successfully complete the following retraining programs at your expense, including travel, meals, lodging, and our current training fee of **$**_____:_____.]

[**1. Franchise Transfer.** The Parties covenant and agree:

A. The Franchise Agreement between Franchisor and Franchisee, including all appurtenant addenda, certificates, exhibits, options, and obligations of the parties are terminated, as between them. The provisions of the Franchise Agreement concerning the obligations of Franchisee upon termination and transfer will continue in full force and effect. The parties agree that this Agreement fully and completely expresses the present understanding between the parties.

B. Transferee agrees to fully assume and to be bound by the terms, covenants and conditions of the Franchise Agreements as if Transferee had been named as the original franchisee in the Franchise Agreement. Transferee will execute all documents Franchisor or Franchisee may reasonably require to complete the transfer and assumption of the Franchise Agreements, including but not limited to execution of a new franchise contract in the form currently being used by Franchisor. The new franchise contract may contain economic and general terms which are materially different from those contained in the Franchise Agreement.

C. Franchisor enters into this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of Transferee.

D. All obligations of Franchisee in connection with the Franchise Agreement and the franchise are assumed by the Transferee. Franchisee will remain bound by its covenants in the Franchise Agreements that neither it nor its owners, officers, partners, nor other persons enumerated in the Franchise Agreement, will disclose confidential information nor compete with Franchisor or Franchisor's franchisees.

E. [All now ascertained or liquidated debts in connection with the franchise have been paid by Franchisee.] [Franchisee owes $--- in current obligations and will owe additional funds for franchise fees, marketing contributions, and product purchases through the closing of this transfer transaction. Franchisee will pay all sums due to Franchisor and to product suppliers within 10 days of the relevant invoice or due date. All other now ascertained or liquidated debts in connection with the franchises have been paid by Franchisee.]

F. Franchisee is not in default in any way under the Franchise Agreement or any other agreement between it and Franchisor.

G. Transferee will pay for and complete to Franchisor's exclusive satisfaction the training programs now required of new franchisees. [Transferee has completed to Franchisor's satisfaction the training programs now required of new franchisees.] [Transferee has demonstrated to Franchisor's satisfaction sufficient ability to successfully operate the franchise]. Franchisee or Transferee has submitted to Franchisor, upon execution of this Agreement, a Transfer Fee in the amount of $---. Franchisor acknowledges receipt of this Fee in consideration for Franchisor's legal, accounting, credit check, training and

investigation expenses incurred as a result of this transfer. [In addition, Franchisee has paid to Franchisor, contemporaneous with execution of this Agreement, a ____ % commission on the gross transfer price (excluding the price of real property), in the amount of $___. Franchisor acknowledges receipt of this amount in consideration for having obtained Transferee for Franchisee.]

H. Transferee has met the standards established by Franchisor for quality of character, financial capacity and experience required of a new or renewing franchisee in our franchise system. Franchisee and Transferee have provided to Franchisor such information as Franchisor reasonably requested to evidence that Transferee meets these standards.

I. The lessor or sublessor of the Franchise Premises has consented to the assignment or sublease of the Franchise Premises to Transferee.

J. Franchisee and Transferee agree to subordinate to Transferee's obligations to Franchisor (including, without limitation, the payment of all franchise fees) any obligations of Transferee to Franchisee.

K. Transferee will assume possession and control of the equipment, furnishings, signs, supplies, inventory, advance paid deposits and other personal property and fixtures located on the Franchise Premises, except as follows:

_____

L. Franchisee will properly operate the franchises and maintain the Franchise Premises in clean and proper working order and will continue the employment of all current employees until Transferee assumes control of the businesses and [relocates] the Franchise Premises.

M. Franchisee will maintain a sufficient inventory and sufficient supplies on hand to provide for normal business operations through the second day after Transferee assumes control of the businesses and the Franchise Premises, except as follows:

_____

N. Transferee agrees to place orders with product suppliers to maintain the inventory and supply levels following the closing of this transaction.

O. Franchisee and Transferee have entered into this Agreement for the transfer of Franchisee's rights under the Franchise Agreements after their own independent investigation. The transfer of the franchise rights and the amount of consideration for them have been determined by them independently. Franchisee and Transferee acknowledge that they have not relied upon any representation, warranty, promise or other consideration from or by Franchisor in entering into this Agreement or in evaluating the advisability of the transfer or the value of the franchises, any of the

franchise rights or the franchise locations.

P. Transferee will refurbish and remodel the Franchise Premises, and will refurbish, remodel and/or replace the fixtures, equipment and signage to conform to the current Operations Manual and Method of Operation within 90 days of transfer. This includes: _____.]

[NOTE: The following Section 2 is for franchise transfers but not for franchise renewals:]

[**2. Franchisee to Cease Using Trade Names, Marks, and Logos**. Upon completion of the transfer, Franchisee will immediately cease using Franchisor's trade names, service marks, logos, and other marks, symbols or materials indicating that Franchisee is or was related to Franchisor in any way, except as otherwise provided in writing. Franchisee acknowledges that all such names, service marks, logos, and symbols are the exclusive property of Franchisor and that Franchisee has been allowed to use them, only in conjunction with the franchise relationship as outlined in this Agreement. Franchisee will remain jointly and severally bound to comply with the covenants in the Franchise Agreement which expressly or by reasonable implication are intended to apply to Franchisee after termination of the Franchise Agreement, including any applicable non-disclosure requirements. Franchisee will:

A. deliver to Transferee or Franchisor all copies of the Operations Manuals, training and franchise-related materials in Franchisee's custody, control or possession;
B. take action as required to transfer to Transferee all registrations relating to the use of all assumed names;
C. notify the telephone company and all listing agencies of the transfer of Franchisee's rights to use the franchise names and logos and classified and directory listings of the franchise;
D. cease use of the franchise trademarks, service marks, trade names, copyrights, and other intellectual or intangible property; and
E. refrain from doing business in any way that might tend to give the public the impression that Franchisee still is or was a franchisee in the franchise system;]

3. Communication of Confidential Information. Neither Franchisee nor its owners, officers, directors, or other persons enumerated in the Franchise Agreements will communicate or divulge to any person or entity the contents of this Agreement, the contents of the Franchise Agreement, the substance of Franchisor's franchise operations manuals (including but not limited to all documents, writings and materials related to the franchise Method of Operation), or any other nonpublic information related to the operation of the NPM Franchising franchise system. Franchisee represents and warrants that neither it nor any listed individual has communicated or divulged any such information to anyone prior to the date of this Agreement. This paragraph is not intended to and shall not limit or reduce the scope of the confidentiality and non-disclosure covenants in the Franchise Agreement. Franchisee will continue to comply with all the confidentiality and non-disclosure covenants of the Franchise Agreements.

[Nothing contained in this Agreement will preclude Franchisor or Franchisee from disclosing the fact of this Agreement or the amount paid by Transferee to Franchisor or to Franchisee.]

4. Release.

A. General. In consideration of the covenants and understandings set forth in this Agreement, Franchisee (for itself and on behalf of its affiliates, subsidiaries, divisions, successors, assigns, officers, directors, employees and agents) ("***Releasing Parties***") does release and forever discharge and covenants not to sue Franchisor and its affiliates, subsidiaries, divisions, successors, assigns, officers, directors, employees and agents ("***Released Parties***") from all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute (each a "***Claim***" and collectively "***Claims***"), arising directly or indirectly out of the offer of, negotiation of, execution of, performance of, nonperformance, or breach of the Franchise Agreement and any related agreements between the parties and out of any other action or relationship between the parties, or any of the Released Parties, arising before the date of this Agreement (except provisions in the Franchise Agreement concerning Franchisee's obligations upon termination).

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

The purpose of this release is to make a full, final and complete settlement of all Claims against Franchisor, known or unknown, arising directly or indirectly out of the Franchise Agreement and any relationship between the parties through the date of this Agreement, including, but not limited to, economic loss.

B. Waiver of Statute. With the advice of legal counsel, the Releasing Parties expressly waive any statute, legal doctrine or other similar limitation upon the effect of general releases. If applicable, the parties waive the benefit of California Civil Code Section 1542, which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

C. Covenant Not to Sue. The Releasing Parties covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any of the Released Parties with respect to any Claim.

[D. Certain Obligations Not Released. The parties agree that the provisions of the Franchise Agreement concerning the obligations of Franchisee upon termination will continue in full force and effect. Without limiting the generality of the foregoing, Franchisee shall be liable to Franchisor for royalties and any other fees that accrue prior to the Effective Date.]

E. Releasing Parties' Acknowledgments. EACH OF THE RELEASING PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS RELEASE THOROUGHLY AND

FULLY UNDERSTAND IT; THEY ARE VOLUNTARILY EXECUTING THIS RELEASE; THEY HAVE GRANTED THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS RELEASE; AND THEY ARE AWARE THAT BY SIGNING THIS RELEASE THEY ARE WAIVING CERTAIN LEGAL RIGHTS THAT THEY MAY HAVE AGAINST THE RELEASED PARTIES.

[In consideration of the covenants and understandings set forth in this Agreement, Transferee does release and discharge Franchisor and its current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the offer of, negotiation of, execution of, performance of, nonperformance, or breach of Transferee's existing franchise or license agreement(s) with us and any related agreements between the parties and out of any other action or relationship between the parties arising prior to the date of this Agreement.

Transferee represents that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims against Franchisor, known or unknown, arising directly or indirectly out of Transferee's existing franchise or license agreement(s) with us and the relationship between the parties through the date of this Agreement, including, but not limited to, economic loss.]

5. Indemnification. Franchisee, for themselves and their heirs, successors, representatives, assigns, subsidiaries, divisions, and agents and each of them, agree to indemnify and hold harmless Franchisor and its affiliates, subsidiaries, divisions, successors, assigns, officers, directors, employees and agents and each of them against any liabilities, losses, damages, deficiencies, claims, costs, expenses, actions, suits, proceedings, investigations, demands, assessments, judgments, and costs of any nature resulting, directly or indirectly, from the operation of the franchise by Franchisee or Franchisee's agents or employees. This paragraph is not intended to and shall not limit or reduce the scope of the indemnities in the Franchise Agreement.

6. Miscellaneous.

A. Entire Agreement. This writing is the entire agreement between the parties and may not be modified or amended except by written agreement signed by the parties.

B. Joint and Several Liability. If Franchisee consists of more than one individual or entity, then their liability under this Agreement will be joint and several.

C. Waiver. No waiver of any covenant or breach of this Agreement will be a waiver of any subsequent breach of the same or any other covenant or authorize the subsequent breach of any covenant or condition.

D. Time of Essence. Time is of the essence of this Agreement.

E. Injunctive Relief. In addition to other remedies available at law or in equity, any party may seek and obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any covenant contained in this Agreement.

F. Dispute Resolution. If a dispute arises, before taking any other legal action, the parties agree to participate in at least four hours of mediation in Portland, Oregon in accordance with the

Mediation Procedures of Arbitration Service of Portland, Inc. or of any similar organization that specializes in the mediation of commercial business disputes. The party demanding mediation must provide written notice to the other party of the demand for mediation. If the other party does not respond to the mediation demand within 30 days of written notice, or indicates a refusal to participate in mediation, then the party providing notice may proceed with other forms of dispute resolution. The parties agree to equally share the costs of mediation. Injunctive relief and or claims of specific performance sought pursuant to or authorized by this Agreement, are not subject to, nor can be avoided by, the mediation terms of this Agreement, and may be brought in any court of competent jurisdiction.

G. Costs and Attorneys' Fees. The prevailing party in any suit or action to enforce this Agreement will be entitled to recover its arbitration and court costs and reasonable legal fees to be set by the court, including costs and legal fees on appeal.

H. Governing Law and Venue. This Agreement is accepted in the State of Oregon and will be governed by the laws of Oregon, which laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.) and except in those states whose franchise laws require exclusive application of those laws. This choice of laws will not include and does not extend the scope of application of the Oregon franchise or business opportunity laws. Any portion of this Agreement that requires enforcement in any other state, and is enforceable under the laws of that state but not of Oregon, will be construed and enforced according to the laws of that state. All issues or disagreements relating to this Agreement, will be tried, heard, and decided in Washington County, Oregon.

I. Successors and Assigns. This Agreement will benefit and bind the respective heirs, executors, administrators, successors, and assigns of the parties.

J. Legal Representation. The parties acknowledge they have been represented by counsel and have been advised of the significance and ramifications of executing this Agreement.

K. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument.

L. Definition of "Including." In this Agreement, *including* means "including but not limited to" unless expressly stated otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement.

NPM FRANCHISING, LLC ("Franchisor")

By:_____

Title:_____

("Franchisee"):

By:_____

Title:_____

By:_____

, as an individual

("Transferee"):

By:_____

Title:_____

By:_____
, as an individual

Exhibit L to the NPM Franchising, LLC Franchise Disclosure Document

The Franchise Agreement provides that you must sign a Service Agreement with us. Following is a form of Service Agreement that is subject to change.

FORM OF SERVICE AGREEMENT

This service agreement ("***Agreement***") is between:

A. NPM FRANCHISING, LLC, a Washington limited liability company (referred to as "***we/us***" in this Agreement) with its principal business address at 19400 144th Ave NE, Bldg 6E, Woodinville, WA 98072

and

B. (1) Business Entity:
Company Name: _____
a(n)_____ *[indicate LLC, corporation, sole proprietorship, other entity]* formed in the state of _____

(2) Individual:
Individual Name: _____ Individual Name: _____

(referred to as "***you***" in this Agreement)

Your Address: _____
City, State, Zip Code: _____
Contact Person(s): _____
Phone: _____
Email Address: _____

This Agreement is effective as of the following date: _____ (the "***Effective Date***").

RECITALS

We and you entered into a(n) GroomBar, EarthWise Pet, Dee-O-Gee, or Nature's Pet Franchise Agreement ("***Franchise Agreement***"). Per the Franchise Agreement, we may (but are not required to) offer specific software services to our franchisees as described in this Agreement. Entering into this Agreement is optional for you.

Upon execution of this Agreement, we will provide the designated Services (defined below).

AGREEMENT

In consideration of the mutual covenants outlined below, the parties agree as follows:

1. **Services**. We agree to provide to you the following access to software ("***Services***"). Initial one or both of the following services:

_____ *Grooming* online software service

_____ *Customer Loyalty Program* software service

_____ *[Other: _____]*

The Services are described in more detail in the attached Appendix. The parties agree to the following in respect to the provision of the Services:

1.1 Delegation. You acknowledge that the Services described in this Agreement are provided by one or more third parties.

1.2 Excusable Delay. Notwithstanding anything to the contrary contained herein, we shall not be required to perform any Services (including those provided by our through our designated third party vendor(s)) if and to the extent that (a) we (or our designated third party vendor(s)) cannot provide the Services due to causes which are outside of our reasonable control as determined under the Section of this Agreement entitled "Force Majeure" or (b) if providing such Services would be prohibited by, or violate, any law, rule or regulation or any order of any court, arbitrator or government authority.

1.3 Standard of Care and Errors. Except as set forth in this Agreement, our sole responsibility to you with respect to errors and delays in performing the Services hereunder are as follows:

(i) for errors or omissions in Services, shall be to furnish correct information and/or adjustment in the Services, at no additional cost or expense to you; provided, you must promptly advise us of any such error or omission of which you become aware after having used reasonable efforts to detect any such errors or omissions; and

(ii) for failure to deliver any Services shall be to use reasonable efforts, subject to the other provisions hereof, to make the Services available and/or to resume performing the Services as promptly as reasonably practicable.

1.4 Cooperation. The parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. Such cooperation shall include exchanging information, performing reconciliations and adjustments, and, upon request, obtaining all third-party consents, licenses, sublicenses or approvals necessary to permit us to perform our obligations hereunder (including, rights to use any third-party software needed for the performance of the Services).

1.5 No Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, WE DO NOT MAKE ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING

BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, BUSINESS CONTINUITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, BUSINESS INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES, UNLESS INCURRED AS A RESULT OF OR IN CONNECTION WITH OUR FRAUDULENT OR INTENTIONAL MISCONDUCT.

WE ASSUME NO RESPONSIBILITIES OR OBLIGATIONS WHATEVER, OTHER THAN THE RESPONSIBILITIES AND OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

1.6 Limitation of Liability. Notwithstanding anything contained to the contrary herein, our maximum total liability, and that of any of our affiliates and our and their officers, directors, employees, agents and representatives, arising out of, relating to or in connection with this Agreement shall in no event exceed the amount of compensation and fees paid to us pursuant to the terms of this Agreement in the twelve (12) month period ending immediately prior to the event giving rise to such liability, unless such liability resulted from or arose in connection with our fraudulent or intentional misconduct. The provisions of this paragraph will apply regardless of the form of action, damage, claim, liability, cost, expense, or loss whether in contract, statute, tort (including without limitation, negligence) or otherwise.

2. Use of Marketing Contributions. We may use the weekly Marketing Contribution funds we receive from our franchisees to cover our costs for making available to our franchisees the Services described in this Agreement. If you default under any provision of this Agreement or your Franchise Agreement with us, including but not limited to your payment obligations, then we may suspend or terminate your access to, and use of, the Services.

3. Term and Renewal; Expiration and Termination.

3.1 Term and Renewal. The term of this Agreement shall begin as of the Effective Date and continue until the earlier of (1) expiration without renewal or termination of your franchise agreement (or renewal franchise agreement) or (2) cessation of our relationship with the designated third-party vendors that provide the Services.

3.2 Termination of Agreement for Cause. Either party may terminate this Agreement if the terminating party complies with the terms of this Agreement and the other party substantially breaches any material provision of this Agreement and fails to cure (or reasonably to begin to cure) that breach within 15 days after receipt of written notice specifying the breach. Termination will be effective immediately upon delivery of written notice of termination (by the non-breaching party to the breaching party) for failure to cure within the allowed period.

3.3 Survival. Certain Sections of this Agreement by their nature survive the expiration or termination of this Agreement. Those include, for example, Sections related to confidentiality, indemnification, limitation of liability and attorneys' fees.

4. Hold Harmless and Indemnification. Except to the extent required by applicable law, neither we nor any of our employees, officers, managers, agents or members (collectively, "Indemnitees") shall be liable to you, and you agree to indemnify and hold harmless the Indemnitees from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' and accountants' fees), deficiencies, judgments, actions, causes of action, proceedings, demands or claims of whatever nature (collectively, "***Damages***") arising from or in any way related to (i) services provided by us pursuant to this Agreement unless due to our fraudulent or intentional misconduct, or (ii) any accident, injury or damage whatsoever during the conduct of your business caused to any person or to the property of any person, occurring on or after the Effective Date and before the termination or expiration of this Agreement, except to the extent such Damages are caused by or result from any fraudulent or intentional misconduct by us or our employees, officers, directors or agents. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that an action or inaction involves fraudulent or intentional misconduct. These indemnities are not intended to limit or reduce the scope of the indemnities in the Franchise Agreement.

5. Confidentiality. You acknowledge that in the course of our relationship in conjunction with this Agreement, you may acquire knowledge (both orally and in writing) relating to our confidential affairs and confidential or proprietary information including: (a) matters of a technical nature such as know-how, trade secrets, secret processes, inventions or research projects; (b) matters of a business nature such as information about costs, profits, pricing policies, markets, sales, suppliers, customers, plans for future development, plans for future products, marketing plans or strategies; and (c) personnel and other information which is not generally disclosed by the party to the public (collectively, "***Confidential Information***").

You agree not to use or disclose our Confidential Information, in any form, for any purpose, without our prior written consent. You will return to us all Confidential Information, including all copies in any form, immediately upon termination of this Agreement. You acknowledge that you will obtain no right, title or interest in the our Confidential Information, or any related information or data, and that the Confidential Information and related information will remain our sole property.

6. Miscellaneous.

6.1 Independent Contractor. You and we are not and will never be considered joint venturers, partners, employees, or agents one for the other. Neither will have the power to bind nor obligate the other except as otherwise outlined in this Agreement. No representation will be made by either party to anyone that would create any apparent agency, employment, or partnership. You acknowledge that you are not in a fiduciary relationship with us.

6.2 Company Support of Services. You acknowledge that the timely, complete and accurate provision of the Services may require assistance, cooperation, information and data from you and your officers, agents, managers, partners, members and employees, and suitably configured computers and software, and that our ability to complete any Services is dependent upon the same. If any of the aforementioned items are not provided or provided in such a way that we are hindered in our ability to effectively perform the Services, then we shall so inform you. Failure on our part to meet our obligations under this section may result in increased cost, delayed schedule and/or a breach of this Agreement. We and you shall cooperate and work in good faith

independently and together to remedy any such instances.

6.3 Headings. All article and section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provisions hereof.

6.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.5 Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, pertaining thereto.

6.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

6.7 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its principles of conflicts of laws.

6.8 Enforcement. In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party will be entitled to its attorney fees, costs, and out-of-pocket expenses, at trial and on appeal. Any mediation, action or legal proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be mediated, arbitrated, tried, heard, and decided in Washington County, Oregon. Each of the parties waives any objection to this venue provision.

6.9 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

6.10 Amendments. This Agreement may not be amended or modified, nor may any provision hereof be waived, other than by a written instrument signed by the parties hereto.

6.11 No Waiver. Failure by either party hereto to enforce at any time or for any period of time any provision or right hereunder shall not constitute a waiver of such provision or of the right of such party thereafter to enforce each and every such provision.

6.12 Assignment. Either party hereto shall have the right to assign this Agreement with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that no such consent shall be needed in connection with any merger, consolidation or reorganization or in connection with a transfer of all or substantially all of such party's business and assets.

6.13 Force Majeure. We will be excused for any failure or delay in performing any of our obligations under this Agreement if such failure or delay is caused by Force Majeure. "Force Majeure" means any act of God or the public enemy, any accident, explosion, fire, storm, earthquake, flood, strike, computer outage or virus, telecommunications failure or any other circumstance or event beyond our reasonable control.

6.14 Notices. Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered, (b) sent by certified or registered mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) telexed or telecopied, with receipt confirmed, as indicated below. A Notice shall be deemed to have been given as of the date when (i) personally delivered, (ii) three days after when deposited with the United States mail properly addressed, (iii) the next day when delivered during business hours to said overnight delivery service, properly addressed and prior to such delivery service's cutoff time for next day delivery, or (iv) when receipt of the telex or telecopy is confirmed, as the case may be, unless the sending party has actual knowledge that a Notice was not received by the intended

recipient.

Notices sent by mail will be directed to the parties at their respective addresses indicated at the beginning of this Agreement. The address for notices may be changed by a party by 10 days advance written notice to the other party.

In witness whereof, the parties have executed this Agreement.

"***We/Us***":
NPM FRANCHISING, LLC

By: _____

Name: _____

Title: _____

"***You***":

Entity Name: _____

By: _____

Name: _____

Title: _____

Personally:

Signature: _____

Print Name: _____

Appendix to Service Agreement

Grooming Software Services = custom grooming scheduling software services provided and administered by *[our designed third party]*

Customer Loyalty Program Software Services = custom co-branded text-based loyalty program services provided and administered by *[our designated third party]*

Exhibit M to the NPM Franchising, LLC Franchise Disclosure Document

This Franchise Agreement Addendum is for use only with franchisees that are getting Small Business Administration (SBA) lender financing.

This Addendum is subject to change based on requirements that the SBA may impose.

[SEE FOLLOWING PAGES]

ADDENDUM TO FRANCHISE[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as ''franchise'' relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title:_____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____
Title:_____
Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

EXHIBIT N

DISCLOSURE ACKNOWLEDGMENT AND AGREEMENT

1. NPM FRANCHISING, LLC ("**we/us**") through the use of this document, desires to ascertain that _____ and your owners and officers ("**you**") fully understand and comprehend that the purchase of a franchise is a business decision, complete with its associated risks. It is our company policy to verify that you are not relying upon any statements, representations, promises, or assurances (oral, written, visual, or otherwise) during the negotiations for the purchase of the franchise which have not been authorized by us.

2. You recognize that business risks, which exist in connection with the purchase of any business, make the success or failure of a(n) GroomBar / Earthwise Pet / Dee-O-Gee / Nature's Pet franchise subject to many variables, including your skills and abilities, the hours you work, competition, interest rates, the economy, inflation, store location, operating costs, lease terms and costs, and the market place. You acknowledge your willingness to undertake these business risks.

3. You acknowledge that you received a copy of our Franchise Disclosure Document, which includes a copy of the form of Franchise Agreement and audited financials of NPM FRANCHISING, LLC. You acknowledge that you have personally and carefully reviewed all of this document.

4. We have advised you to seek professional assistance, to have professionals review the documents, and to have them consult with you regarding the risks associated with the purchase of the franchise.

5. You represent to us that your decision to enter into this business risk is in no manner predicated upon any representations, assurances, warranties, guarantees, or promises made by us or our representatives that are not set forth in the Franchise Disclosure Document, such as representations as to the likelihood of success of the franchise. You further acknowledge that you have not received any information concerning actual, average, projected, or forecasted franchise sales, profits, or earnings except for those set forth in the Franchise Disclosure Document. If you believe that you have received any information concerning actual, average, projected, or forecasted franchise sales profits or earnings other than as set forth in the Franchise Disclosure Document, please describe these in the space provided below or write "None." Attach additional sheets if necessary.

_____
_____
_____
_____
_____
_____

Acknowledged and accepted as of the date of each signature below.

Franchisee:

Company Name: _____

By: _____

Name: _____

Title: _____

Date: _____ [SIGNATURES CONTINUE BELOW.]

Franchisee's Individual Owners and Officers:

Signature: _____

Print Name: _____

Position with Company: _____

Date: _____

Signature: _____

Print Name: _____

Position with Company: _____

Date: _____

EXHIBIT O

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Offered by separate disclosure document
Illinois	Offered by separate disclosure document
Indiana	Offered by separate disclosure document
Maryland	Offered by separate disclosure document
Michigan	May 21, 2022
Minnesota	Offered by separate disclosure document
New York	Pending
Rhode Island	Offered by separate disclosure document
South Dakota	Offered by separate disclosure document
Virginia	Offered by separate disclosure document
Washington	Offered by separate disclosure document
Wisconsin	Offered by separate disclosure document

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT P
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If NPM Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days (New York and Rhode Island law require delivery at the first personal meeting or within 10 business days and Michigan, New York, Rhode Island and Wisconsin law require delivery within 10 business days) before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If NPM Franchising, LLC 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 and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit B.

The names, principal business addresses, and telephone numbers of each franchise seller offering the franchise are: Michael Seitz and Daniel Webb, NPM Franchising, LLC, 19400 144th Ave NE, Bldg 6E, Woodinville, WA 98072, (800) 314-9765 and _____.

Date of Issuance: December 17, 2021

See Exhibit B for our registered agents authorized to receive service of process.

I have received a disclosure document dated as indicated above that included the following Exhibits:

A. Financial Statements
B. List of State Agents for Service of Process and State Administrators
C. Operations Manual Table of Contents
D. Sample Franchise Agreement and its Exhibits
E. State Addenda
F. Area Representative Disclosures
G. Conditional Assignment
H. Termination of Assumed Business Name
I. Confidentiality and Non-Disclosure Agreement
J. Electronic Debit Authorization Form
K. Form of General Release
L. Service Agreement
M. SBA Addendum to Franchise Agreement
N. Disclosure Acknowledgment and Agreement
O. State Effective Dates

DATED this ___ day of _____, 20___.

Signatures of All Prospective Franchisees:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Name of Corporation/LLC/Partnership (if applicable): _____

By: _____ Title: _____

KEEP THIS COPY FOR YOUR RECORDS.

[THIS PAGE IS INTENTIONALLY LEFT BLANK.]

EXHIBIT P
RECEIPT

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J. Electronic Debit Authorization Form
K. Form of General Release
L. Service Agreement
M. SBA Addendum to Franchise Agreement
N. Disclosure Acknowledgment and Agreement
O. State Effective Dates

DATED this ___ day of _____, 20___.

Signatures of All Prospective Franchisees:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Name of Corporation/LLC/Partnership (if applicable): _____

By: _____ Title: _____

Please sign this copy of the receipt, date your signature, and return it to NPM Franchising, LLC by mail at 19400 144th

Ave NE, Bldg 6E, Woodinville, WA 98072 or by electronic means specified by us.